



A G E N D A



**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

FEBRUARY 15, 2012

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

***CLOSED SESSION MEETING – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.***

**THE CITY COUNCIL ALSO SITS AS THE CITY OF IMPERIAL BEACH PLANNING COMMISSION,
PUBLIC FINANCING AUTHORITY, HOUSING AUTHORITY AND IMPERIAL BEACH
REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 423-8301, as far in advance of the meeting as possible.

CLOSED SESSION CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code §54956.8:

Property: 536 13th Street, Imperial Beach, CA 91932, APN 626-192-04

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: Bikeway Village LLC

Under Negotiation: Instruction to Negotiators will concern price and terms of payment

Property: Airport Authority Vacant Land, Imperial Beach, CA 91932, APN 616-021-10

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: San Diego County Airport Authority

Under Negotiation: Instruction to Negotiators will concern price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b)(3)(A)

(1 case)

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. Redevelopment Agency Successor Agency regarding any item on this agenda will be made available for public inspection in the office of the City Clerk located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 during normal business hours.

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

**MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/
REPORTS ON ASSIGNMENTS AND COMMITTEES**

COMMUNICATIONS FROM CITY STAFF

PUBLIC COMMENT - *Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.*

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.8) - *All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.*

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Workshop Meeting of October 12, 2011 and the Regular City Council Meeting of January 18, 2012.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 79744 through 79924 with a subtotal amount of \$1,127,220.11 and Payroll Checks 44434 through 44482 for a subtotal amount of \$289,564.29 for a total amount of \$1,416,784.40.

2.3 ADOPTION OF RESOLUTION NO. 2012-7160 IN SUPPORT OF THE SAN DIEGO COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY PLACING AN INITIATIVE ON THE JUNE 5, 2012 BALLOT TO EXTEND FEES PURSUANT TO VEHICLE CODE SECTIONS 9250.7 AND 22710. (0470-32)

City Manager's Recommendation: Adopt resolution.

2.4 ADOPT RESOLUTION NOS. 2012-7158 AND 2012-7159 APPROVING AND ADOPTING THE SIDELETTERS OF AGREEMENT TO THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY AND SEIU AND THE CITY AND THE FIREFIGHTERS' ASSOCIATION. (0540-20)

City Manager's Recommendation: Adopt resolutions.

2.5 RESOLUTION NO. 2012-7154 RATIFYING THE REGIONAL COOPERATIVE CARE PROGRAM (RCCP) INTERIM GOVERNANCE EXTENSION. (0250-20)

City Manager's Recommendation: Adopt resolution.

2.6 RESOLUTION NO. 2012-7153 RATIFICATION OF THE AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE CITY OF CORONADO. (0210-40)

City Manager's Recommendation: Adopt resolution.

Continued on Next Page

CONSENT CALENDAR (Continued)

- 2.7 RESOLUTION NO. 2012-7152 ADOPTING THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK 2012), THE 2012 REGIONAL SUPPLEMENTS TO THE GREEN BOOK 2012, THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 2006 EDITION AND THE RETENTION OF THE 2009 EDITION OF THE SAN DIEGO REGIONAL STANDARD DRAWINGS. (0720-95)**

City Manager's Recommendation: Adopt resolution.

- 2.8 RESOLUTION NO. 2012-7155 APPROVING EXTENSION OF THE MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, THE CITY OF CORONADO, AND THE US NAVY REGARDING JURISDICTION AND LAW ENFORCEMENT ACTIVITIES AT THE AREA KNOWN AS CAMP SURF AND THE ADJOINING BEACHFRONT. (0130-70)**

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1)

- 5.1 RESOLUTION NO. 2012-7139 APPROVING COUNCIL POLICY 805 GOVERNING FACILITY USE, PERMITS, RULES AND REGULATIONS FOR MARINA VISTA CENTER AND COMMUNITY ROOM. (0910-95)**

City Manager's Recommendation:

1. Open Public Hearing;
2. Receive report;
3. Close Public Hearing;
4. Adopt Resolution No. 2012-7139 approving Council Policy 805; and
5. Authorize the City Manager or designee to make changes to the Marina Vista Center and Community Room application as deemed necessary.

REPORTS (6.1-6.4)

- 6.1 AUTHORIZATION FOR CITY MANAGER TO SIGN A LETTER EXTENDING A LICENSE BETWEEN THE CITY AND IMPERIAL BEACH WOMEN'S CLUB TO OCTOBER 30, 2030. (0130-35)**

City Manager's Recommendation: Authorize the City Manager to sign the letter extending the License Agreement with the Imperial Beach Women's Club.

- 6.2 RESOLUTION NO. 2012-7156 AWARDED GEOTECHNICAL ENGINEER AND GEOLOGIST SERVICES CONTRACT TO GEOCON INCORPORATED. (0700-05)**

City Manager's Recommendation: Adopt resolution.

- 6.3 PROPOSED CONCEPT DESIGNS FOR COMPLETION OF 13th STREET AND EBONY AVE PEDESTRIAN ACCESS RAMPS. (0720-25)**

City Manager's Recommendation:

1. Receive presentation on proposed concept designs; and
2. Provide direction to staff for any changes to the proposed concept design.

- 6.4 RESOLUTION NO. 2012-7157 AUTHORIZING THE SEWER SERVICE ENGINEER TO DESIGN AN ODOR CONTROL SYSTEM FOR PUMP STATION 1B. (0830-35)**

City Manager's Recommendation: Adopt resolution.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.1-7.2)

7.1 SUCCESSOR AGENCY RESOLUTION NO. SA-12-01 ESTABLISHING RULES AND REGULATIONS FOR THE OPERATIONS OF THE SUCCESSOR AGENCY AS A NEW LEGAL ENTITY SEPARATE FROM THE CITY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH. (0418-20 & 0418-95)

City Manager's Recommendation: Adopt resolution.

7.2 ADOPTION OF RESOLUTION NO. SA-12-02 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS). (0412-50)

City Manager's Recommendation: Adopt resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

The Imperial Beach City Council welcomes you and encourages your continued interest and involvement in the City's decision-making process.

FOR YOUR CONVENIENCE, A COPY OF THE AGENDA AND COUNCIL MEETING PACKET MAY BE VIEWED IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT www.cityofib.com.

/s/
Jacqueline M. Hald, MMC
City Clerk

DRAFT

MINUTES

ITEM NO. 2.1

**IMPERIAL BEACH CITY COUNCIL
REDEVELOPMENT AGENCY
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY**

OCTOBER 12, 2011

WORKSHOP – 6:00 P.M.

**Community Room (behind City Hall)
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

WORKSHOP CALL TO ORDER BY MAYOR

MAYOR JANNEY called the Workshop meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	King, Bragg, Spriggs
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Bilbray
Staff present:	City Manager Brown, City Attorney Lyon, City Clerk Hald, Finance Director McGrane, Community Development Director Wade, Public Works Director Levien, Public Safety Director Clark, Human Resources Manager Leichtle

PUBLIC COMMENT

None.

REPORTS

MAYOR JANNEY changed the order of the items to be discussed to ensure enough time to discuss the budget, economic opportunities along Seacoast Drive and housing.

2. BUDGET REVIEW

FINANCE DIRECTOR MCGRANE gave a Power Point presentation on the budget for Fiscal Year 2010-11, the potential impacts from the elimination of the Redevelopment Agency, an overview of the economy as it relates to property tax revenues, interest rates and PERS earnings, and he summarized the efforts towards a budget savings of over \$500,000.

In response to City Council's concerns about the budget, CITY MANAGER BROWN stated that he will return to City Council early next year with a list of cost saving measures as well as a list of revenue enhancement ideas.

1. CAPTURING ECONOMIC OPPORTUNITIES ALONG SEACOAST DRIVE

COUNCILMEMBER SPRIGGS spoke about the need to focus on Seacoast Drive as a major source of revenue generation.

PUBLIC WORKS DIRECTOR LEVIEN gave a Power Point presentation on Seacoast Drive improvement projects.

BOB MILLER spoke in support for meeting with property owners and business owners on improving the neighborhood around the new hotel as soon as possible (he submitted a letter that was provided as last minute agenda information).

In response to concerns of City Council about capturing economic opportunities along Seacoast Drive, staff will return to City Council with renderings of development opportunities along Seacoast Drive. City Council discussed creating a work plan on how to capture opportunities created by the new hotel, sending letters to and meeting with business owners and property owners to discuss ways to improve the neighborhood around the new hotel, seeking funding from the Port of San Diego for projects, reviewing/reprioritizing the CIP, cleaning up the sidewalks, improving law enforcement, inspiring investments, promoting the City through marketing efforts, encouraging the cleanup of dog waste and contacting the City of La Mesa about holding a joint meeting with a consultant about possible economic opportunities relating to nightlife.

4. HOUSING

CITY MANAGER BROWN reviewed a diagram showing \$1.1 million in funding for the Housing Program and he noted that staff will return to City Council for formal action on how to allocate the funds.

6. ZONING CODE CHANGES

COMMUNITY DEVELOPMENT DIRECTOR WADE gave an update report on the zoning code changes. He anticipated circulation of the Environmental Impact Report by the end of the year with approval of the zoning code changes by City Council in February or March.

3. PARTNERSHIPS TO REDUCE CRIME IN RENTAL UNITS

PUBLIC SAFETY DIRECTOR CLARK reported that of the 1,768 residential rental properties in Imperial Beach, 11 have high calls for service. Staff, along with property owners, tenants and property management companies, will work voluntarily to solve problems. If compliance becomes a problem, staff will return to City Council with an ordinance.

5. SOCIAL MEDIA

CITY MANAGER BROWN announced the City will launch a new Twitter page once a social media policy is in place.

7. GENERAL COMMENTS ON OTHER TOPICS OF INTEREST

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:35 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk

DRAFT

MINUTES

**IMPERIAL BEACH CITY COUNCIL
REDEVELOPMENT AGENCY
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY**

JANUARY 18, 2012

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

***CLOSED SESSION MEETING – 4:30 P.M.
REGULAR MEETING – 6:00 P.M.***

CLOSED SESSION CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 4:30 p.m.

ROLL CALL

Councilmembers present: King (arrived at 4:35 p.m.), Bragg
Councilmembers absent: Bilbray
Mayor present: Janney
Mayor Pro Tem present: Spriggs
Staff present: City Manager Brown; City Attorney Lyon; City Clerk Hald

CLOSED SESSION

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADJOURN TO CLOSED SESSION UNDER:

1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Pursuant to Govt. Code §54956.9(c) (1 case)

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Govt. Code §54956.9(a) (2 cases)

- a. Imperial Beach Redevelopment Agency v. Shawki Bochoua dba Southbay Drugs
Appellate Division Case No. 37-2010-00200238-CL-UD-CTL
Superior Court Case No. 37-2010-00030617-CL-UD-SC
- b. Imperial Beach Redevelopment Agency v. Shawki Bachoua dba Southbay Drugs
Case No. 37-2010-00101224-CU-EI-CTL

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 535 Florence Street, Imperial Beach, CA 91932, APN 626-192-03

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: Bikeway Village LLC

Under Negotiation: Instruction to Negotiators will concern price and terms of payment

Pursuant to Government Code Section 54956.8:

Property: 536 13th Street, Imperial Beach, CA 91932, APN 626-192-04

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: Bikeway Village LLC

Under Negotiation: Instruction to Negotiators will concern price and terms of payment

Continued on Next Page

CLOSED SESSION (Continued)

Pursuant to Government Code Section 54956.8:
Property: Airport Authority Vacant Land, Imperial Beach, CA 91932, APN 616-021-10
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: San Diego County Airport Authority
Under Negotiation: Instruction to Negotiators will concern price and terms of payment

MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY, KING

MAYOR JANNEY adjourned the meeting to Closed Session at 4:31 p.m. and he reconvened the meeting to Open Session at 6:00 p.m.

Reporting out of Closed Session, CITY ATTORNEY LYON announced City Council discussed Item Nos. 1 thru 3. Direction was given and no reportable action was taken.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:01 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Bragg, King
Councilmembers absent:	Bilbray
Mayor present:	Janney
Mayor Pro Tem present:	Spriggs
Staff present:	City Manager Brown; City Attorney Lyon; City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

MAYOR JANNEY announced staff is recommending continuance of Item No. 5.1 to the next regularly scheduled meeting and he suggested that Item No. 6.11 be taken immediately after the Consent Calendar.

MOTION BY JANNEY, SECOND BY KING, TO TAKE ITEM NO. 6.11 – RESOLUTION NO. 2012-7147 AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH, SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF SAN DIEGO TO EXPLORE USES FOR POND 20 IMMEDIATELY AFTER THE CONSENT CALENDAR. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/REPORTS ON ASSIGNMENTS AND COMMITTEES

COUNCILMEMBER SPRIGGS expressed concern about a letter he received regarding drug trafficking in Imperial Beach and referred the letter to the City Manager and the Sheriff's Department.

MAYOR JANNEY expressed concern about the difficulties the City will face once the Redevelopment Agency is eliminated by the State of California.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

ZEKE MAZUR was disappointed with the elimination of the pedestrian right of way on the west side of Seacoast Drive and in front of the new hotel project. He suggested that the parking in front of Market to Market (on the east side of Seacoast Drive) be removed and that the street be restriped with a temporary sidewalk on the west side of Seacoast Drive. He questioned if there will be a ground breaking party for the new hotel.

PRESENTATIONS (1)

1.1* PRESENTATION OF PROCLAMATION TO PATRICIA MCWILLIAMS FOR 22 YEARS OF SERVICE AT THE IMPERIAL BEACH BRANCH LIBRARY.

MAYOR JANNEY along with JUNE ENGEL, I.B. Library Branch Manager, presented a Proclamation to Patricia McWilliams for 22 years of service at the Imperial Beach Branch Library.

CONSENT CALENDAR (2.1-2.6)

PALOMA AGUIRRE, representing Wildcoast, thanked City Council for consideration of an EDCO Community Grant for the Imperial Beach Community Youth Action Project.

MAYOR JANNEY thanked EDCO for providing the funding for the Community Grant Program.

In response to Councilmember Bragg, CAPTAIN WILLIAM ZIDBECK stated that the Optimist Club is interested in continuing to sponsor the Kids 'N Kastles event even if the Sandcastle event does not occur. The Optimist Club submitted a special event permit application to hold the event on July 7, 2012.

MOTION BY SPRIGGS, SECOND BY KING, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.6. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

2.1 MINUTES.

Approved the minutes of the Regular City Council Meetings of November 2, 2011 and November 16, 2011.

Continued on Next Page

CONSENT CALENDAR (Continued)

- 2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**
Ratified the following registers: Accounts Payable Numbers 79517 through 79743 with a subtotal amount of \$1,293,355.35 and Payroll Checks 44349 through 44433 for a subtotal amount of \$463,990.86 for a total amount of \$1,757,346.21.
- 2.3 APPROVING THE AWARD OF GRANTS UNDER THE 2011-2013 FISCAL YEAR COMMUNITY GRANTS PROGRAM. (0330-15)**
Approved the award of grants under the FY 2011-2013 Community Grants Program as shown on the staff report.
- 2.4 RESOLUTION NO. 2012-7141 RATIFICATION OF AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR THE AFTER SCHOOL SAFETY AND ENRICHMENT FOR TEENS (ASSET) PROGRAM (JUNIOR LIFEGUARD). (0220-40 & 1010-20)**
Adopted resolution.
- 2.5 RATIFY MAYOR'S LETTER REGARDING ASSEMBLY BILL AB 662 (HUESO). (0150-10)**
Ratified the Mayor's letter to Assembly Member Cameron Smyth.
- 2.6 RATIFY MAYOR'S LETTER REGARDING SUPPORT FOR CROSS BORDER TERMINAL. (0620-80)**
Ratified Mayor's letter to Mayor Sanders, City of San Diego.

REPORTS (6.11)

- 6.11 RESOLUTION NO. 2012-7147 AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH, SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF SAN DIEGO TO EXPLORE USES FOR POND 20. (0150-70 & 0150-10)**

The following were provided as last minute agenda information:

- a. Revised MOU (strikethrough version)
- b. Revised MOU (final version)

CITY MANAGER BROWN introduced the item.

PORT COMMISSIONER MALCOLM gave an overview of the stakeholder outreach process and acknowledged the efforts of Port District staff for implementing the policies of the Port Board.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2012-7147 AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH, SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF SAN DIEGO TO EXPLORE USES FOR POND 20. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

EMILY YOUNG spoke about the opportunities to beautify the area, to improve the open space amenities, and to promote the beach community. She suggested that the sea level rise maps, showing flooding at Pond 20 by 2050, be kept in mind while looking at viable options from an economic and environmental standpoint.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 ORDINANCE 2012-1124 RELATING TO SECOND TIER RETIREMENT BENEFITS FOR ALL EMPLOYEE GROUPS. (0540-95)

CITY MANAGER BROWN reported on the item.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2012-1124

CITY CLERK HALD read the title of Ordinance No. 2012-1124 “An Ordinance of the City Council for the City of Imperial Beach, California, authorizing an amendment to the contract between the City Council of the City of Imperial Beach and the Board of Administration of the California Public Employees’ Retirement System.”

MOTION BY BRAGG, SECOND BY KING, TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2012-1124 BY TITLE ONLY. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

PUBLIC HEARINGS (5.1)

5.1 RESOLUTION NO. 2012-7139 APPROVING COUNCIL POLICY 805 GOVERNING FACILITY USE, PERMITS, RULES AND REGULATIONS FOR MARINA VISTA CENTER AND COMMUNITY ROOM. (0910-95)

MAYOR JANNEY declared the public hearing open.

No public speaker slips were submitted.

MOTION BY BRAGG, SECOND BY KING, TO CONTINUE THE PUBLIC HEARING TO FEBRUARY 15, 2012 AT 6:00 P.M. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

REPORTS (6.1-6.13)

6.1 RESOLUTION NO. 2012-7138 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE FISCAL YEAR 2010-11 ANNUAL REPORTS FOR THE TIJUANA RIVER AND SAN DIEGO BAY WATERSHED URBAN RUNOFF MANAGEMENT PROGRAMS. (0770-87)

CITY MANAGER BROWN introduced the item.

ENVIRONMENTAL PROGRAM SPECIALIST NELSON gave a Power Point presentation on the item.

MAYOR PRO TEM SPRIGGS requested preparation of trendline data on the most damaging types of pollution year to year, while focusing particularly on types of bacteria. This information will be helpful in determining if there has been progress in the use of beaches and oceans.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2012-7138 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE FISCAL YEAR 2010-11 ANNUAL REPORTS FOR THE TIJUANA RIVER AND SAN DIEGO BAY WATERSHED URBAN RUNOFF MANAGEMENT PROGRAMS. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

6.2 RESOLUTION NO. 2012-7142 APPROVING CITY COUNCIL POLICY 116 – REQUEST BY MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA. (0410-95)

MAYOR JANNEY spoke in support for a written policy for placing items on the agenda and he suggested the statement “and the Councilmember’s recommended action to address the matter” be stricken from the policy.

MOTION BY JANNEY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2012-7142 APPROVING COUNCIL POLICY 116 – REQUEST BY MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA AND TO HAVE THE FOLLOWING STATEMENT STRICKEN FROM THE POLICY “AND THE COUNCILMEMBER’S RECOMMENDED ACTION TO ADDRESS THE MATTER.” MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

6.3 NO ITEM.

6.4 RESOLUTION NOS. 2012-7148 AND HA-12-08 PROVIDING AUTHORIZATION BY THE CITY COUNCIL AND AUTHORITY BOARD FOR THE CITY MANAGER AND EXECUTIVE DIRECTOR TO EXECUTE A PAYMENT AGREEMENT BETWEEN THE CITY AND THE AUTHORITY TO MEMORIALIZE OBLIGATIONS OF THE AUTHORITY FOR THE PROVISION BY THE CITY TO THE AUTHORITY OF FINANCIAL AND PERSONNEL ASSISTANCE, USE OF FACILITIES, AND OTHER AID ON A CURRENT AND ONGOING BASIS. (0412-95 & 0640-05)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE reported on the item.

CITY ATTORNEY LYON announced for the record that the Housing Authority resolution number is HA-12-08 and not HA-12-07.

MOTION BY KING, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NOS. 2012-7148 AND HA-12-08 PROVIDING AUTHORIZATION BY THE CITY COUNCIL AND AUTHORITY BOARD FOR THE CITY MANAGER AND EXECUTIVE DIRECTOR TO EXECUTE A PAYMENT AGREEMENT BETWEEN THE CITY AND THE AUTHORITY TO MEMORIALIZE OBLIGATIONS OF THE AUTHORITY FOR THE PROVISION BY THE CITY TO THE AUTHORITY OF FINANCIAL AND PERSONNEL ASSISTANCE, USE OF FACILITIES, AND OTHER AID ON A CURRENT AND ONGOING BASIS. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

6.5 NO ITEM.

6.6 RESOLUTION NO. R-12-268 ACCEPTING THE STATE CONTROLLER'S ANNUAL REPORT ON FINANCIAL TRANSACTIONS, HOUSING AND COMMUNITY DEVELOPMENT ANNUAL REPORT OF HOUSING ACTIVITY FOR THE YEAR ENDED JUNE 30, 2011, AND THE REDEVELOPMENT AGENCY FINANCIAL STATEMENTS AS OF JUNE 30, 2011. (0300-88 & 0310-30)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE reported on the item.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. R-12-268 ACCEPTING THE STATE CONTROLLER'S ANNUAL REPORT ON FINANCIAL TRANSACTIONS, HOUSING AND COMMUNITY DEVELOPMENT ANNUAL REPORT OF HOUSING ACTIVITY FOR THE YEAR ENDED JUNE 30, 2011, AND THE REDEVELOPMENT AGENCY FINANCIAL STATEMENTS AS OF JUNE 30, 2011. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

6.7 REGIONAL COOPERATIVE CARE PARTNERSHIP UPDATE. (0250-20)

CITY MANAGER BROWN introduced the item.

PUBLIC SAFETY DIRECTOR CLARK gave an update report on the program, stated that a joint powers agreement is being finalized and spoke of the benefits of the program.

6.8 RESOLUTION NO. 2012-7144 AUTHORIZING STAFF TO COMPLETE THE DRAWINGS FOR ADDITIONAL STREET SEGMENTS FOR THE STREET IMPROVEMENTS RDA PHASE 4/5 CAPITAL IMPROVEMENT PROGRAM PROJECT (S11-105). (0720-25)

CITY MANAGER BROWN introduced the item and announced a revised staff report and resolution adding the street section 9th St. – S.R. 75 to Donax Ave. were submitted as last minute agenda information.

PUBLIC WORKS DIRECTOR LEVIEN reported that the recommended action is to authorize staff to complete the drawings for the streets listed on the revised staff report and not to obligate funds for the construction of them.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2012-7144 AUTHORIZING STAFF TO COMPLETE THE DRAWINGS FOR ADDITIONAL STREET SEGMENTS FOR THE STREET IMPROVEMENTS RDA PHASE 4/5 CAPITAL IMPROVEMENT PROGRAM PROJECT (S11-105). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

6.9 RESOLUTION NO. 2012-7143 APPROVING CHANGE ORDER NO. 1 TO FY 09/10 ANNUAL MAIN LINE REPAIR – GROUTING AND LINING CAPITAL IMPROVEMENT PROGRAM PROJECT (W10-201) WITH SANCON ENGINEERING, INC. AND APPROVING THE TRANSFER OF \$25,000 FROM SEWER ENTERPRISE FUND RESERVE TO CIP PROJECT W10-101 AND W10-201. (0830-10)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN reported on the item.

MOTION BY KING, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2012-7143 APPROVING CHANGE ORDER NO. 1 TO FY 09/10 ANNUAL MAIN LINE REPAIR – GROUTING AND LINING CAPITAL IMPROVEMENT PROGRAM PROJECT (W10-201) WITH SANCON ENGINEERING, INC. AND APPROVING THE TRANSFER OF \$25,000 FROM SEWER ENTERPRISE FUND RESERVE TO CIP PROJECT W10-101 AND W10-201. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

6.10 RESOLUTION NO. HA-12-07 APPROVING AN AMENDMENT TO THE CLEAN & GREEN PROGRAM BUDGET IN THE AMOUNT OF THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$380,000). (0640-95)

CITY MANAGER BROWN introduced the item.

REDEVELOPMENT COORDINATOR SELBY reported on the item and stated that with approval of the funding, approximately 10 additional projects can be completed.

MOTION BY BRAGG, SECOND BY KING, TO ADOPT RESOLUTION NO. HA-12-07 APPROVING AN AMENDMENT TO THE CLEAN & GREEN PROGRAM BUDGET IN THE AMOUNT OF THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$380,000). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

6.12 CONSIDERATION OF REQUEST FROM COUNCILMEMBER BRAGG REGARDING “VOTE YES” TO LEGALLY DISPLAY OUR NATIONAL MOTTO “IN GOD WE TRUST” IN EVERY CITY AND COUNTY CHAMBER AND EVERY STATE CAPITOL IN AMERICA. (0410-10)

COUNCILMEMBER BRAGG spoke in support for reaffirming the National motto “In God We Trust” and not displaying it in the Council Chambers.

SERGE DEDINA was opposed to displaying the motto.

MICHEL DEDINA was not available to speak.

MIRIAM IOSUPOVICI was opposed to displaying the motto.

ZEKE MAZUR was opposed to displaying the motto.

CAPTAIN ZEDBECK, Retired U.S. Navy, encouraged the citizens of Imperial Beach to read the U.S. Constitution and he stressed that the Constitution does state “separation of church and state.”

MOTION BY BRAGG TO AGENDIZE THE REAFFIRMATION OF THE NATIONAL MOTTO ON A FUTURE CITY COUNCIL MEETING AGENDA.

COUNCILMEMBER BRAGG withdrew her motion due to a lack of a second.

6.13 RESOLUTION NO. 2012-7149 APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN THE CITY OF IMPERIAL BEACH AND DKC ASSOCIATES. (0500-05)

CITY MANAGER BROWN reported on the item.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2012-7149 APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN THE CITY OF IMPERIAL BEACH AND DKC ASSOCIATES. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

MAYOR JANNEY announced a Special City Council meeting will be held next week and a City Council workshop will be held in February.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:03 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: February 15, 2012
ORIGINATING DEPT.: Michael McGrane *my*
Finance Director
SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

As of April 7, 2004, all large warrants above \$100,000 will be separately highlighted and explained on the staff report.

Vendor	Check	Amount	Description
SD County Sheriff	79791	\$540,556.92	Nov. 2011 Law Enforcement/Sandcastle
Point Loma Law	79867	\$149,843.00	Settlement Agrmt-South Bay Drugs

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
79744-79765	01/12/12	\$ 35,331.36
79766-79803	01/20/12	628,076.89
79804-79808	01/23/12	28,846.14
79809-79866	01/26/12	147,184.45
79867	02/01/12	149,843.00
79868-79924	02/03/12	137,938.27
	Sub-Total	\$ <u>1,127,220.11</u>

PAYROLL CHECKS:

44434-44460	P.P.E. 01/12/12	\$ 149,446.24
44461-44482	P.P.E. 01/26/12	\$ 140,118.05
	Sub Total	\$ 289,564.29
	TOTAL	<u>\$ 1,416,784.40</u>

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

It is respectfully requested that the City Council ratify the warrant register.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Warrant Registers

PREPARED 02/06/2012, 11:21:33
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 01/12/2012 TO 02/03/2012

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE							TRN AMOUNT
01/12/2012	79744	ADT SECURITY SERVICES, INC.	103					85.32
101-6010-451.21-04	12/10/2011			MISC. NOT CLASSIFIED	61260450	120227	06/2012	85.32
01/12/2012	79745	AFLAC	120					1,020.66
101-0000-209.01-13	01/06/2012			PR AP PE 12/01/2011	477082		07/2012	534.78
101-0000-209.01-13	01/06/2012			PR AP PPE 12/15/2011	477082		07/2012	534.78
101-0000-209.01-13	01/06/2012			ADJUSTMENT PPE 12/01/11	477082		07/2012	24.45-
101-0000-209.01-13	01/06/2012			ADJUSTMENT PPE 12/15/11	477082		07/2012	24.45-
01/12/2012	79746	BDS ENGINEERING INC	372					595.00
101-5010-431.20-06	12/14/2011			HOLLY & HICKORY MONUMENT	11-01	120634	06/2012	595.00
01/12/2012	79747	CA BUILDING STANDARDS COMMISSI	2127					24.30
101-0000-221.01-07	01/04/2012			STATE GREEN FEES-BLDG PER	01-27-2011		07/2012	24.30
01/12/2012	79748	COLIN MCKAY	2078					240.00
101-3020-422.28-04	01/03/2012			EMT PARAMEDIC LIC RENEWAL	01-03-2012		07/2012	240.00
01/12/2012	79749	COUNTY RECORDER	1818					50.00
101-0000-221.01-02	01/06/2012			NOTICE OF EXEMPTION FEE	01-06-2012		07/2012	50.00
01/12/2012	79750	DEPT. OF CONSERVATION	1158					118.16
101-0000-211.01-01	01/04/2012			SMIPS 2011 4TH QTR FEES	01-04-2012		07/2012	118.16
01/12/2012	79751	DKC ASSOCIATES, INC.	2187					2,420.00
101-1110-412.20-06	12/31/2011			PROFESIONA SERV 14-31 DEC	239	120117	06/2012	822.80
405-1260-413.20-06	12/31/2011			PROFESIONA SERV 14-31 DEC	239	120117	06/2012	798.60
502-1922-419.20-06	12/31/2011			PROFESIONA SERV 14-31 DEC	239	120117	06/2012	798.60
01/12/2012	79752	DUNN EDWARDS CORPORATION	1197					42.20
101-6020-452.30-02	12/06/2011			EVERSHIELD EXTERIOR FLAT	2068080061	120041	06/2012	42.20
01/12/2012	79753	FASTENAL	909					154.64
601-5060-436.30-22	12/13/2011			DIAMOND HOLE SAW BLADE	CACHU26328	120019	06/2012	137.72
101-6040-454.30-02	12/21/2011			LONG ARM HEX KEY	CACHU26412	120019	06/2012	16.92
01/12/2012	79754	GRAINGER	1051					151.71
101-1910-419.30-02	12/14/2011			ELECTRONIC BALLAST	9708744611	120020	06/2012	151.71
01/12/2012	79755	JOHN DEERE LANDSCAPES	1986					238.52
101-6020-452.30-02	12/13/2011			NODE 200 CONTROLLER	59977863	120040	06/2012	238.52
01/12/2012	79756	KANE, BALLMER & BERKMAN	1828					260.00
101-1920-419.20-06	12/07/2011			NOV 2011 REDVMPNT ISSUES	17514	120633	06/2012	260.00
01/12/2012	79757	OFFICE DEPOT, INC	1262					280.53
101-3020-422.30-01	12/10/2011			USB DRIVE	589926362001	120001	06/2012	75.16
101-3020-422.30-01	12/14/2011			ENVELOPES	589926364001	120001	06/2012	94.39
101-5020-432.30-01	12/06/2011			PENS, TAPE, WIPES, DATER	589306813001	120001	06/2012	22.02

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
502-1922-419.30-02	12/14/2011	DOCUMENT HOLDER	590341019001	120001	06/2012	56.54	
101-5020-432.30-01	12/14/2011	FOLDERS, LAMINATING SHEET	590400409001	120001	06/2012	32.42	
01/12/2012	79758	PARTNERSHIP WITH INDUSTRY	1302			938.75	
101-6040-454.21-04	12/16/2011	GROUNDSKEEPING GROUP	GS03945	120012	06/2012	938.75	
01/12/2012	79759	RAMONA PAVING & CONSTRUCTION C	2359			16,301.01	
201-5000-532.20-06	06/30/2011	RET - LOUDEN LANE CRSWALK	1757R	111268	07/2012	16,301.01	
01/12/2012	79760	RECON ENVIROMENTAL, INC.	2300			4,417.05	
409-1230-519.20-06	12/15/2011	THRU 12/09/11 BIKEWAY VIL	44490	110731	06/2012	4,417.05	
01/12/2012	79761	ROBERTA OTERO-PETTY CASH	2229			189.02	
101-6020-452.30-02	07/14/2011	GAS KEY FOR DONOVAN	07-14-2011		07/2012	5.71	
101-5020-432.29-02	08/16/2011	BIRTHDAY RECOGNITION	08-16-2011		07/2012	24.94	
601-5060-436.28-01	08/16/2011	5' YELLOW 12 GAUGE WIRE	06710001984822		07/2012	1.84	
405-5030-433.30-02	09/12/2011	GRAFFITI PAINT/BOX PAINTI	000001		07/2012	30.00	
101-5020-432.28-04	09/27/2011	TRISTATE	7002731		07/2012	8.00	
101-6020-452.30-02	10/20/2011	CAULKING FOR SIGN @ VETS	06710005985080		07/2012	4.06	
101-5020-432.28-09	10/27/2011	POSTAGE FOR PERMIT EXTENS	10-27-2011		07/2012	17.60	
101-5020-432.29-02	11/07/2011	CARD FOR NEW BABY-DANNY M	250912013113345		07/2012	4.84	
501-1921-419.30-02	11/10/2011	KEY FOR VEHICLE #4	11-10-2011		07/2012	3.80	
601-5060-436.28-13	11/22/2011	DMV CLASS "B" LICENSE REN	11-22-2011		07/2012	39.00	
601-5060-436.28-13	11/02/2011	DMV CLASS "B" LICENSE REN	11-02-2011		07/2012	39.00	
101-6040-454.30-02	11/23/2011	LIGHT BULBS FOR SIGN	15142		07/2012	10.23	
01/12/2012	79762	SKS INC.	412			7,229.47	
501-1921-419.28-15	12/08/2011	882.9 GAL REG FUEL	1244725-IN	120058	06/2012	3,334.37	
501-1921-419.28-15	12/15/2011	165G DIESEL FUEL/1000G RE	1244904-IN	120058	06/2012	3,895.10	
01/12/2012	79763	THOMAS SANTOS	2209			170.00	
101-3020-422.29-01	12/23/2011	TRAINING FOR FIRE PREV 2B	000284653		07/2012	170.00	
01/12/2012	79764	TYRA HIDALGO	2170			293.00	
101-1920-419.29-01	12/20/2011	FIRE COMMAND CERTIFICATE	12-20-2011	120377	06/2012	204.00	
101-1920-419.29-01	12/20/2011	FIRE COMMAND 1 CERTIFICAT	12-20-2011	120377	06/2012	89.00	
01/12/2012	79765	WHITE CAP CONSTRUCTION SUPPLY	1434			112.02	
101-5010-431.30-02	12/14/2011	CONCRETE HARDENER & TAPE	15059659	120027	06/2012	112.02	
01/20/2012	79766	ADVANTAGE ENVIROMENTAL CONSULT	2296			6,800.00	
101-5000-532.20-06	11/30/2011	ASBESTOS MONITORING ABATE	10481	120639	05/2012	6,800.00	
01/20/2012	79767	ALPHA & OMEGA RESPIRATORY FIT	156			200.00	
101-3020-422.29-04	12/21/2011	FIT TEST	201112-1194		07/2012	200.00	
01/20/2012	79768	SOUTHCOAST HEATING & A/C	1554			128.93	
101-1910-419.21-04	12/20/2011	CHECKED ROOFTOP PACKAGE U	282238	120082	06/2012	128.93	
01/20/2012	79769	ARROWHEAD MOUNTAIN SPRING WATE	1340			85.46	
101-1010-411.30-02	12/22/2011	WATER SERVICE CITY HALL	01L0031149578	120098	06/2012	40.93	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-5020-432.30-02	12/20/2011	DRINKING WATER	01L0026726646	120222	06/2012	44.53	
01/20/2012	79770	BOB HOFFMAN VIDEO PRODUCTION	457			558.07	
101-5000-532.20-06	11/22/2011	PRODUCTION SYSTEM MONITOR	6087B	120642	05/2012	558.07	
01/20/2012	79771	BRIAN OR THERESA COWEN	2			116.00	
101-0000-121.00-00	01/18/2012	TO REFUND DUPLICATE	CR3933		07/2012	116.00	
01/20/2012	79772	COUNTY OF SAN DIEGO	1055			2,028.00	
601-5060-436.29-04	01/09/2012	CORRECTION FO 2011/2012	62696		07/2012	2,028.00	
01/20/2012	79773	CRAIG WEAVER	1088			204.00	
101-1920-419.29-01	12/28/2011	COMMAND 1C TRAINING	11-28-2011	120636	06/2012	204.00	
01/20/2012	79774	CTE INC, CLARK TELECOM & ELECT	2316			1,576.29	
101-5020-532.20-06	12/21/2011	12/02-12/08/11-ST LIGHTNG	00001109	110874	06/2012	1,576.29	
01/20/2012	79775	DKC ASSOCIATES, INC.	2187			3,458.00	
101-1110-412.20-06	01/03/2012	SERVICES JAN 3-12 2012	240	120117	07/2012	1,175.72	
405-1260-413.20-06	01/03/2012	SERVICES JAN 3-12 2012	240	120117	07/2012	1,141.14	
502-1922-419.20-06	01/03/2012	SERVICES JAN 3-12 2012	240	120117	07/2012	1,141.14	
01/20/2012	79776	FEDERAL EXPRESS CORP.	911			39.73	
101-1110-412.28-09	12/23/2011	SHIPPING SERVICES	7-736-88422	120239	06/2012	22.23	
101-1130-412.28-09	12/30/2011	SHIPPING SERVICES	7-743-96563	120239	06/2012	17.50	
01/20/2012	79777	GCR TIRE CENTERS	1702			439.51	
501-1921-419.28-16	12/21/2011	TRAILER TIRES	832-8481	120059	06/2012	439.51	
01/20/2012	79778	I B FIREFIGHTERS ASSOCIATION	214			216.50	
101-0000-209.01-08	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012	216.50	
01/20/2012	79779	ICMA RETIREMENT TRUST 457	242			5,508.92	
101-0000-209.01-10	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012	5,508.92	
01/20/2012	79780	IPMA/ SAN DIEGO CHAPTER	402			50.00	
101-1130-412.28-04	01/05/2012	1/19/12 LLEICHTLE & ECORT	01-19-2012	F12051	07/2012	50.00	
01/20/2012	79781	JASON BELL	1432			600.00	
101-1920-419.29-01	12/31/2011	TUITION REIM-LEGAL ASPECT	12-31-2011	120637	06/2012	600.00	
01/20/2012	79782	JESSOP & SON LANDSCAPING	479			3,052.83	
101-6010-451.21-04	12/01/2011	DEC 2011	923353	120228	06/2012	3,052.83	
01/20/2012	79783	JOHN DEERE LANDSCAPES	1986			127.15	
101-6040-454.30-02	12/21/2011	FLEX STEEL HEAD SHRUB RAK	60020178	120040	06/2012	127.15	
01/20/2012	79784	KIWANIS CLUB OF IMPERIAL BEACH	639			345.00	
101-1010-411.28-07	12/05/2011	2012 KIWANIS CALENDAR AD	12-05-2011	120635	06/2012	345.00	
01/20/2012	79785	KOA CORPORATION	611			117.50	
101-5000-532.20-06	11/30/2011	NOV 2011-9TH & PALM PEER	JB14094X5	F12054	05/2012	117.50	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE							TRN AMOUNT
01/20/2012	79786	LANCE, SOLL & LUNGHARD LLP	716					550.00
405-1260-413.20-06	12/31/2011			REDEV AGENCY AUDIT 2011	2842	120234	06/2012	550.00
01/20/2012	79787	LEAGUE OF CALIFORNIA CITIES	1495					870.00
101-1010-411.28-12	01/03/2012			2012 ANNUAL DIVISION MEMB	01-03-2012	120631	07/2012	600.00
101-1010-411.28-04	01/03/2012			LUNCHRON MEETING ANNUAL D	01032012	120641	07/2012	270.00
01/20/2012	79788	LLOYD PEST CONTROL	814					300.00
101-1910-419.21-04	12/08/2011			825 IMPERIAL BEACH BLVD	3255309	120083	06/2012	33.00
101-1910-419.21-04	12/08/2011			865 IMPERIAL BEACH BLVD	3255310	120083	06/2012	33.00
101-1910-419.21-04	12/08/2011			845 IMPERIAL BEACH BLVD	3255508	120083	06/2012	33.00
101-1910-419.21-04	12/09/2011			1075 8TH ST	3255585	120083	06/2012	49.00
101-1910-419.21-04	12/14/2011			950 OCEAN LN	3243288	120083	06/2012	56.00
101-1910-419.21-04	12/15/2011			425 IMPERIAL BEACH BLVD	3241047	120083	06/2012	47.00
101-1910-419.21-04	12/15/2011			495 10TH ST	3242972	120083	06/2012	49.00
01/20/2012	79789	MOBILE HOME ACCEPTANCE CORPORA	1533					296.31
408-5020-432.25-01	12/24/2011			01/07/12-02/06/12	162760	120205	06/2012	296.31
01/20/2012	79790	SD COUNTY VECTOR CONTROL PROGR	1802					194.43
101-1110-412.20-06	11/08/2011			MOSQUITO AND VECTOR DISEA	SD10016-11/12	F12033	05/2012	194.43
01/20/2012	79791	SAN DIEGO COUNTY SHERIFF	882					540,556.92
101-0000-221.01-03	10/19/2011			SANDCASTLE 2011	10-19-2011		07/2012	76,159.76
101-3010-421.20-06	12/22/2011			SHERIFF'S LAW ENF NOV 11	12-22-2011		07/2012	464,617.00
101-0000-338.60-03	12/22/2011			SHERIFF'S LAW ENF NOV 11	12-22-2011		07/2012	219.84-
01/20/2012	79792	SEIU LOCAL 221	1821					1,341.00
101-0000-209.01-08	01/19/2012			PR AP FE 01/12/2012	20120119		07/2012	1,341.00
01/20/2012	79793	SKS INC.	412					3,447.68
501-1921-419.28-15	12/22/2011			1,000 GL REG GASOLINE	1245059-IN	120058	06/2012	3,447.68
01/20/2012	79794	SWRCB	2397					466.00
402-5000-532.20-06	01/09/2012			STORM WATER PERMIT	420921		07/2012	466.00
01/20/2012	79795	TERRA BELLA NURSERY, INC.	1946					241.08
101-6020-452.30-02	11/03/2011			PLANTS	62635	120043	05/2012	241.08
01/20/2012	79796	UNION BANK PARS-#5746022400	2400					1,592.22
101-0000-209.01-20	01/19/2012			PR AP FE 01/12/2012	20120119		07/2012	1,587.90
101-0000-209.01-20	01/19/2012			PR AP FE 01/12/2012	20120119		07/2012	4.32
01/20/2012	79797	WALKSANDIEGO	1551					5,798.40
101-5020-432.20-06	12/31/2011			DEC 2011	131-10	110859	06/2012	2,899.20
101-5020-432.20-06	11/30/2011			NOV 2011	131-9	110859	05/2012	2,899.20
01/20/2012	79798	WAXIE SANITARY SUPPLY	802					331.86
101-6040-454.30-02	12/20/2011			METAL SHEEN, STEEL LINER	73026829	120025	06/2012	331.86

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
01/20/2012	79799	WEST GROUP CTR	826				124.44
101-1020-411.28-14	01/01/2012	DEC 2011	824154029	120204	07/2012		124.44
01/20/2012	79800	WESTERN HOSE & GASKET	836				47.63
601-5060-436.28-01	12/15/2011	VACTOR HOSE SPLICE REPLCM	259840	120068	06/2012		47.63
01/20/2012	79801	WESTON SOLUTIONS INC.	2016				45,188.91
101-5050-535.20-06	10/11/2011	TIJUANA RIVER WQ 2010	OCT2011-02112	011171	04/2012		45,188.91
01/20/2012	79802	WHITE CAP CONSTRUCTION SUPPLY	1434				58.12
101-6040-454.30-02	12/12/2011	RAINSUITS	15059601	120027	06/2012		58.12
01/20/2012	79803	CYNTHIA TITGEN	2340				1,020.00
101-1130-412.20-06	12/21/2011	12/10-12/21/11	12-21-2011	120101	06/2012		740.00
101-1130-412.20-06	01/09/2012	EMPLOYEE BENEFIT STUDY	01-09-2012	120101	07/2012		280.00
01/23/2012	79804	ALLIANT INSURANCE SERVICES	1193				656.43
101-0000-209.01-13	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012		498.40
101-0000-209.01-14	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012		731.46-
101-1010-411.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		27.14
101-1020-411.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		29.43
101-1110-412.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		113.27
101-1130-412.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		46.65
101-1210-413.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		63.22
101-1230-413.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		24.63
101-3070-427.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		3.49
101-3080-428.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		.87
101-1910-419.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		8.72
101-3010-421.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		9.11
101-3020-422.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		59.16
101-3030-423.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		54.80
101-3040-424.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		30.52
101-3050-425.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		3.88
101-3060-426.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		7.76
101-5020-432.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		82.84
101-5010-431.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		21.80
101-5040-434.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		5.67
101-6020-452.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		8.72
101-6010-451.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		4.36
101-6040-454.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		17.44
245-1240-413.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		14.39
402-5000-432.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		8.72
405-1260-413.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		191.86
405-5030-433.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		8.72
601-5060-436.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		21.80
601-5050-436.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		24.85
501-1921-419.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		8.72
502-1922-419.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		10.42
503-1923-419.11-04	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012		28.78

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-0000-209.01-14	01/23/2012	JAN 12 DISABILITY/LIFE/	01-01-2012		07/2012	52.25-
01/23/2012	79805	ALLIANT INSURANCE SERVICES	1193			1,002.67
101-0000-209.01-13	12/22/2011	PR AP PPE 12/15/2011	20111222		06/2012	498.40
101-0000-209.01-14	12/22/2011	PR AP PPE 12/15/2011	20111222		06/2012	504.27
01/23/2012	79806	SAN DIEGO UNIFIED PORT DISTRIC	1			26,952.88
502-1922-419.28-17	01/23/2012	2010 DODGE DAKOTA LG PICK	02.024743.00.M		07/2012	26,952.88
01/23/2012	79807	VISION PLAN OF AMERICA	785			157.20
101-0000-209.01-18	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012	99.59
101-0000-209.01-18	01/23/2012	FEB 2012 VISION PLAN PREM	01-01-2012		07/2012	47.61
101-1920-419.29-04	01/23/2012	FEB 2012 VISION PLAN PREM	01-01-2012		07/2012	10.00
01/23/2012	79808	VISION PLAN OF AMERICA	785			76.96
101-0000-209.01-18	11/23/2011	PR AP PPE 11/17/2011	20111123		05/2012	76.96
01/26/2012	79809	A.E. CHARLES CONSTRUCTION	2306			2,400.00
248-1920-519.20-06	01/12/2012	CLEAN&GREEN-935 FLORENCE	011212A	120643	07/2012	2,400.00
248-1920-519.20-06	02/03/2012	CLEAN&GREEN-935 FLORENCE	011212A		07/2012	2,400.00-
01/26/2012	79810	AARON J. HUBBARD	2415			513.00
101-3030-423.28-04	01/20/2012	AMT CLASS REIMBURSEMENT	9840260		07/2012	513.00
01/26/2012	79811	AECOM TECHNICAL SERVICES, INC.	2109			7,637.30
402-5000-532.20-06	12/30/2011	COMMERCIAL ZONING REVIEW	37196082	120116	06/2012	7,637.30
01/26/2012	79812	AGRICULTURAL PEST CONTROL	123			95.00
101-6020-452.21-04	12/27/2011	RODENT CONTROL	262842	120242	06/2012	95.00
01/26/2012	79813	AZTEC LANDSCAPING INC	310			1,540.00
101-5010-431.21-04	12/31/2011	LANDSCAPE MAINTENANCE	0022595-IN	120093	06/2012	1,540.00
01/26/2012	79814	BAY CITY ELECTRIC WORKS	369			456.25
101-1910-419.21-04	12/19/2011	PREVENTIVE MAINTENANCE	W94939	120555	06/2012	456.25
01/26/2012	79815	CALIFORNIA AMERICAN WATER	612			2,859.58
601-5060-436.27-02	01/10/2012	05-0101092-0 11/01-01/05	01-30-2012		07/2012	13.18
101-5020-432.27-02	01/25/2012	05-0102217-2 11/01-01/05	11-30-2012		07/2012	170.08
101-6020-452.27-02	01/10/2012	05-0102503-5 11/01-01/05	01-30-2012		07/2012	206.12
101-6020-452.27-02	01/10/2012	05-0102504-3 11/01-01/05	01-30-2012		07/2012	9.70
101-5010-431.27-02	01/10/2012	05-0102729-6 11/01-01/05	01-30-2012		07/2012	764.03
101-5010-431.27-02	01/10/2012	05-0106225-1 11/01-01/05	01-30-2012		07/2012	117.41
101-5010-431.27-02	01/10/2012	05-0106249-1 11/01-01/05	01-30-2012		07/2012	13.16
101-5010-431.27-02	01/10/2012	05-0106336-6 11/01-01/05	01-30-2012		07/2012	13.16
101-5010-431.27-02	01/10/2012	05-0106337-4 11/01-01/05	01-30-2012		07/2012	13.16
215-6026-452.27-02	01/10/2012	05-0402959-6 11/01-01/05	01-30-20125		07/2012	48.43
101-6040-454.27-02	01/10/2012	05-0092998-9 11/01-01/05	01-30-2012		07/2012	77.44
101-3030-423.27-02	01/10/2012	05-0093917-8 11/01-01/05	01-30-2012		07/2012	107.33
101-5010-431.27-02	01/10/2012	05-0094000-2 11/01-01/05	01-30-2012		07/2012	31.14

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5010-431.27-02	01/10/2012	05-0094041-6	11/01-01/05	01-30-2012	07/2012	27.68
101-5010-431.27-02	01/10/2012	05-0094076-2	11/01-01/05	01-30-2012	07/2012	27.68
101-5010-431.27-02	01/10/2012	05-0094163-8	11/01-01/05	01-30-2012	07/2012	27.68
101-5010-431.27-02	01/10/2012	05-0094234-7	11/01-01/05	01-30-2012	07/2012	24.21
101-5010-431.27-02	01/10/2012	05-0094268-5	11/01-01/05	01-30-2012	07/2012	131.68
101-5010-431.27-02	01/10/2012	05-0094293-3	11/01-01/05	01-30-2012	07/2012	34.61
101-5010-431.27-02	01/10/2012	05-0094304-8	11/01-01/05	01-30-2012	07/2012	174.51
101-5010-431.27-02	01/10/2012	05-0094973-0	11/01-01/05	01-30-2012	07/2012	266.90
101-5030-433.27-02	01/10/2012	05-0155037-0	11/01-01/05	01-30-2012	07/2012	16.24
405-1260-413.27-02	01/10/2012	05-0536451-3		01-30-2012	07/2012	523.52
101-3030-423.27-02	01/10/2012	05-0155019-8	12/01-01/04	01-30-2012	07/2012	20.53
01/26/2012	79816	CLEAN HARBORS	913			410.04
	101-5040-434.21-04	12/31/2011	HW DEC CLEAN HARBORS	6Y1197908	120038 06/2012	410.04
01/26/2012	79817	CORODATA MEDIA STORAGE, INC.	2334			133.02
	503-1923-419.20-06	12/31/2011	WEEKLY CONTAINER SERVICE	DS1247654	120105 06/2012	133.02
01/26/2012	79818	COUNTY OF SAN DIEGO RCS	1065			3,360.70
	101-3010-421.21-25	01/01/2012	SHERIFF, FIRE & LG RADIOS	12CTFIBN06	120368 07/2012	2,325.50
	101-3020-422.21-25	01/01/2012	SHERIFF, FIRE & LG RADIOS	12CTFIBN06	120368 07/2012	53.00
	101-3030-423.20-06	01/01/2012	SHERIFF, FIRE & LG RADIOS	12CTFIBN06	120368 07/2012	982.20
01/26/2012	79819	COX COMMUNICATIONS	1073			789.95
	503-1923-419.29-04	01/02/2012	COUNCIL HD RECEIVER	01-02-2012	120188 07/2012	10.95
	601-5050-436.21-04	01/05/2012	CODAR MONITORING	01-05-2012	120188 07/2012	179.00
	503-1923-419.21-04	12/26/2011	CITY WID INTERNET SERVICE	12-26-2011	120188 06/2012	600.00
01/26/2012	79820	DANIEL PERWICH	2			53.00
	101-0000-121.00-00	01/23/2012	58912	MR Refund	07/2012	53.00
01/26/2012	79821	DOWNSTREAM SERVICES, INC.	1593			800.00
	601-5050-436.21-04	12/27/2011	DEC 2011 MAINTENANCE	70485	120037 06/2012	800.00
01/26/2012	79822	EAGLE NEWSPAPER	1204			70.00
	101-1020-411.28-07	12/01/2011	LEGAL ADVERTISING	68481	120219 06/2012	40.00
	101-1020-411.28-07	12/21/2011	LEGAL ADVERTISING 12/22/1	68824	120219 06/2012	30.00
01/26/2012	79823	EDCO DISPOSAL CORPORATION	1205			141.05
	101-5000-532.20-06	12/31/2011	DECEMBER WASTE SERVICE	12-31-11	120215 06/2012	141.05
01/26/2012	79824	BIAN MAURICE	2416			391.12
	101-3030-423.28-04	12/24/2011	EMT CLASS REIMBURSEMENT	1222220909	07/2012	391.12
01/26/2012	79825	EL TAPATIO INC	1407			88.89
	101-1010-411.28-04	01/19/2012	COUNCIL DINNER 1/18/2012	7170	F12058 07/2012	88.89
01/26/2012	79826	GCR TIRE CENTERS	1702			880.05
	501-1921-419.28-16	01/17/2012	TIRES	01-17-2012	120059 07/2012	880.05
01/26/2012	79827	GIFFORDS HAULING	2161			250.00
	101-5000-532.20-06	12/31/2011	2011- 9TH&PALM - TRASH HA	12-31-2011	F12052 06/2012	250.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
01/26/2012	79828	GRAINGER	1051	12/20/2011	LAMP	9713037720	120020	06/2012	86.81	86.81
01/26/2012	79829	GROUND SERVICE TECHNOLOGY, INC	2255	12/27/2011	PROVIDE/INSTALL CAT6 CABL	23683	120625	06/2012	282.78	282.78
01/26/2012	79830	GTC SYSTEMS INC	1910	12/28/2011	NETWORK CONSULTING	32725	120630	06/2012	390.00	390.00
01/26/2012	79831	HANSON AGGREGATES INC.	48	12/22/2011	CLASS II BSE 3/4"	1231014	120049	06/2012	83.67	83.67
01/26/2012	79832	HDL COREN & CONE	111	12/18/2011	AUDIT SERVICES	0018784	120648	06/2012	750.00	750.00
01/26/2012	79833	J&M KEYSTONE, INC.	2103	12/28/2011	CARPET CLEANING SVCS	8113079	120638	06/2012	1,032.24	1,032.24
01/26/2012	79834	JOHN DEERE LANDSCAPES	1986	12/19/2011	RAINSUIT X-LARGE	60004793	120040	06/2012	145.19	18.04
				12/21/2011	FLEX STEEL SHRUB RAKE, OI	60020178	120040	06/2012	127.15	
01/26/2012	79835	KANE, BALLMER & BERKMAN	1828	01/09/2012	9TH & PALM-DDA	17621	111163	07/2012	24,082.50	23,402.50
				01/09/2012	AMERICAN LEGION-ENA	17622		07/2012	302.50	
				01/09/2012	PALM AV/COMMERCIAL RED PL	17623	111163	07/2012	75.00	
				01/09/2012	PAL AV/COMMERCIAL RED PLA	17624	111163	07/2012	302.50	
01/26/2012	79836	KEYSER MARSTON ASSOC INC	620	01/09/2012	BIKEWAY VILL/9TH&PALM DEV	0024739	111162	07/2012	4,326.88	3,598.13
				01/09/2012	BIKEWAY VILL/9TH&PALM DEV	0024739	111162	07/2012	728.75	
01/26/2012	79837	KIM A MIKHAEL	1680	12/29/2011	2ND LEVEL PARKING ADMIN C	12-29-2011	120397	06/2012	260.00	125.00
				01/05/2012	ADMIN CITATION APPEAL HEA	01-05-2012		07/2012	135.00	
01/26/2012	79838	LEAGUE OF CALIF CITIES	761	01/03/2012	2012 MEMBERSHIP	115195	120647	07/2012	9,534.00	9,534.00
01/26/2012	79839	MARK KRAVIS	2	01/20/2012	TEP 11-51 BOND REFUND	TEP11-51		07/2012	10,985.00	10,985.00
01/26/2012	79840	MIRELES LANDSCAPING	2107	12/31/2011	LANDSCA SERV-DONAX&10TH	1243	120226	06/2012	120.00	120.00
01/26/2012	79841	OFFICE DEPOT, INC	1262	10/20/2011	CALCULATOR	583647788001	120001	04/2012	178.41	15.40
				10/21/2011	DESKTOP CALCULATOR	583645339001	120001	04/2012	29.08	
				12/27/2011	CITY ENVELOPES #9	591362986001	120001	06/2012	133.93	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
01/26/2012	79842	OPPER & VARCO LLP	1626			144.00	
405-1260-413.20-06	01/05/2012	TELE.CONF. AIRPORT AUTHOR	16747	F12053	07/2012	144.00	
01/26/2012	79843	PADRE JANITORIAL SUPPLIES	1430			203.95	
101-6040-454.30-02	12/21/2011	LEMON STRIKE BACK	323695	120034	06/2012	203.95	
01/26/2012	79844	PAXTON TOWING, INC.	2240			174.00	
101-3080-428.20-20	12/06/2011	TOW CHARGE AVA #11-21/COD	170811	F12059	06/2012	174.00	
01/26/2012	79845	PREFERRED BENEFIT INS ADMIN IN	37			3,001.61	
101-0000-209.01-12	11/23/2011	PR AP PPE 11/17/2011	20111123		05/2012	1,206.85	
101-0000-209.01-12	01/05/2012	PR AP PPE 12/29/2011	20120105		07/2012	16.37-	
101-0000-209.01-12	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012	1,423.66	
101-0000-209.01-12	01/23/2012	JAN 2012 DENTAL HEALTH PR	EIA4525		07/2012	387.47	
01/26/2012	79846	PRO LINE PAINT COMPANY	52			316.35	
101-6040-454.30-02	12/19/2011	ACETONE, PAPER PT, RED PA	7404-4	120030	06/2012	316.35	
01/26/2012	79847	PRUDENTIAL OVERALL SUPPLY	72			145.03	
101-5020-432.25-03	12/28/2011	UNIFORM SERVICE	30230504	120092	06/2012	145.03	
01/26/2012	79848	RANCHO AUTO & TRUCK PARTS	1685			1,978.66	
501-1921-419.28-16	12/21/2011	OIL FILTER, COPPER PLUS	7693-102077	120028	06/2012	25.27	
501-1921-419.30-22	12/22/2011	GENISYS 2011	7693-102276	120028	06/2012	3,016.99	
501-1921-419.28-16	12/22/2011	ROTOR, DISTRIBUTOR CAP, C	7693-102282	120028	06/2012	1,063.60-	
01/26/2012	79849	RECON ENVIROMENTAL, INC.	2300			12,204.69	
409-1230-519.20-06	01/11/2012	IB BIKEWAY VILLAGE	44622	110731	07/2012	12,204.69	
01/26/2012	79850	ROEJACK ROOFING INC	2			155.00	
101-0000-321.72-10	01/24/2012	OL REFUNDS	0000304		07/2012	155.00	
01/26/2012	79851	SAN DIEGO GAS & ELECTRIC	1399			15,199.58	
101-3020-422.27-01	01/25/2012	10087869371 11/29-12/29	01-25-2012		07/2012	457.40	
101-5010-431.27-01	01/25/2012	10088604389 11/25-12/27	01-25-2012		07/2012	609.48	
101-1910-419.27-01	01/25/2012	19807697764 11/29-12/29	01-25-2012		07/2012	2,003.41	
601-5060-436.27-01	01/25/2012	52635219238 11/25-12/27	01-25-2012		07/2012	10.00	
101-5010-431.27-01	01/25/2012	56497714749 11/29-12/29	01-25-2012		07/2012	6,302.37	
101-5010-431.27-01	01/25/2012	85075178464 11/29-12/29	01-25-2012		07/2012	1,219.78	
601-5060-436.27-01	01/25/2012	85417701270 11/29-12/29	01-25-2012		07/2012	3,582.01	
101-5020-432.27-01	01/25/2012	91692992261 11/29-12/29	01-25-2012		07/2012	1,015.13	
01/26/2012	79852	SAN DIEGO COUNTY ASSESSOR	2120			125.00	
101-1920-419.29-04	12/26/2011	OCT-DEC 2011 MPR EXTRACT	2011148	120125	06/2012	125.00	
01/26/2012	79853	SDGE	289			6,323.87	
101-5010-431.27-01	01/24/2012	947600016989 11/30-12/30	01-24-2012		07/2012	1,109.86	
101-5010-431.27-01	01/13/2012	52803406641 11/25-12/27	01-13-2012		07/2012	68.24	
101-5010-431.27-01	01/13/2012	55761880541 11/25-12/27	01-13-2012		07/2012	10.03	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5010-431.27-01	01/13/2012	19124092723	11/25-12/27	01-13-2012	07/2012	10.19
101-5010-431.27-01	01/17/2012	06467531938	11/29-12/29	01-17-2012	07/2012	10.03
101-5010-431.27-01	01/17/2012	30628433719	11/29-12/29	01-17-2012	07/2012	12.22
101-5010-431.27-01	01/17/2012	34489309646	11/29-12/29	01-17-2012	07/2012	9.87
101-6020-452.27-01	01/19/2012	01752753776	11/30-12/30	01-19-2012	07/2012	108.52
101-5010-431.27-01	01/19/2012	08243292041	11/30-12/30	01-19-2012	07/2012	340.90
101-6020-452.27-01	01/19/2012	20816891273	11/30-12/30	01-19-2012	07/2012	255.63
101-6010-451.27-01	01/19/2012	20816923399	11/30-12/30	01-19-2012	07/2012	37.36
101-6020-452.27-01	01/19/2012	20838479032	11/30-12/30	01-19-2012	07/2012	39.29
101-5010-431.27-01	01/19/2012	27419699359	11/30-12/30	01-19-2012	07/2012	143.93
215-6026-452.27-01	01/19/2012	28198716315	11/30-12/30	01-19-2012	07/2012	1,882.37
101-6010-451.27-01	01/19/2012	320670069265	11/30-12/30	01-19-2012	07/2012	28.77
101-6020-452.27-01	01/19/2012	54566928951	11/30-12/30	01-19-2012	07/2012	34.42
101-6020-452.27-01	01/19/2012	69210032109	11/30-12/30	01-19-2012	07/2012	275.45
101-5010-431.27-01	01/19/2012	77067957872	11/30-12/30	01-19-2012	07/2012	12.22
101-6020-452.27-01	01/19/2012	93278981346	11/30-12/30	01-19-2012	07/2012	283.63
101-6010-451.27-01	01/19/2012	99566936272	11/30-12/30	01-19-2012	07/2012	118.12
101-5010-431.27-01	01/20/2012	51532726717	11/29-12-29	01-20-2012	07/2012	14.01
601-5060-436.27-01	01/20/2012	87738236424	11/29-12-29	01-20-2012	07/2012	1,102.23
101-6010-451.27-01	01/25/2012	20816897619	11/30-12/30	01-25-2012	07/2012	311.64
405-1260-413.27-01	01/17/2012	04405337641	11/29-12/15	01-17-2012	07/2012	82.18
405-1260-413.27-01	01/17/2012	87749377894	11/29-12/29	01-17-2012	07/2012	10.03
405-1260-413.27-01	01/23/2012	87749377894	11/29-01/26	01-23-2012	07/2012	12.73
01/26/2012	79854	SHERMAN GAINES	2			1,378.00
101-0000-221.01-05	01/19/2012	TEP 12-03 BOND REFUND	TEP#12-03		07/2012	1,378.00
01/26/2012	79855	SPRINT	2040			149.97
101-3020-422.27-05	12/29/2011	11/26/2011-12/25/2011	594768811-049		06/2012	149.97
01/26/2012	79856	STANDARD ELECTRONICS	504			360.00
101-1910-419.20-23	01/05/2012	2012 SAFETY CTR MONITORIN	16333	120080	07/2012	360.00
01/26/2012	79857	TORREY PINES PROPERTY MANAGEME	2			240.00
101-0000-321.72-10	01/24/2012	OL REFUNDS	0002544		07/2012	240.00
01/26/2012	79858	TRANSWORLD SYSTEMS INC.	2160			827.44
101-1920-419.21-04	12/31/2011	DECEMBER COLLECTION FEES	440759		07/2012	990.51
601-0000-371.83-03	12/31/2011	DECEMBER COLLECTION FEES	440759		07/2012	163.07-
01/26/2012	79859	UNION TRIBUNE	738			2,156.80
101-0000-221.01-02	01/25/2012	NOTICE OF CC HEARING	252919		07/2012	1,078.40
101-0000-221.01-02	01/03/2012	NOTICE OF CITY COUNCIL	252919		07/2012	1,078.40
01/26/2012	79860	VERONICA TAM AND ASSOCIATES LL	2398			1,396.00
245-1240-513.20-06	01/09/2012	IB HOUSING ELEMENT	1290	120466	07/2012	1,396.00
01/26/2012	79861	WAXIE SANITARY SUPPLY	802			182.78
101-6040-454.30-02	12/21/2011	ROLLMASTER	73029295	120025	06/2012	182.78
01/26/2012	79862	WESTERN WINDOW REPLACEMENT	2320			6,714.23
248-1920-519.20-06	08/11/2011	CLEAN&GREEN-898 5TH STREE	1259	120217	02/2012	6,714.23

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
<i>VOID CHECKS # 79863-79865</i>							
01/26/2012	79866	U.S. BANK	1873				18,681.06
101-3030-423.30-02	12/12/2011	HARDWARE FOR CROWS NEST V	1-148350	120595	06/2012		8.09
101-3030-423.28-01	12/12/2011	MOUNTING HARDWATRE FOR RA	1-148352	120595	06/2012		10.88
101-3030-423.28-04	12/13/2011	PC 832 COURSE	9996202	120595	06/2012		109.00
101-3030-423.28-01	12/19/2011	GEAR BOX FOR MOUNTING	7131	120595	06/2012		44.66
101-3030-423.30-02	12/19/2011	THERMOMETER FOR OCEAN TEM	966900	120595	06/2012		43.09
101-1910-419.30-02	12/01/2011	GRAPHITE LUBRICANT, PLEDG	093852/0562284	120610	06/2012		13.16
101-6040-454.30-02	12/05/2011	XMAS LIGHTS	014465/6572401	120610	06/2012		26.72
101-6040-454.30-02	12/07/2011	SINGLE OUTLET	058662/4563219	120610	06/2012		19.33
101-6040-454.30-02	12/09/2011	XMAS LIGHTS	001103/2573039	120610	06/2012		16.03
101-6040-454.30-02	12/19/2011	DRMEL BIT	045442/2574441	120610	06/2012		6.43
101-1910-419.30-02	12/20/2011	5' SANDING PADS	035218/1582953	120610	06/2012		13.96
101-6040-454.30-02	12/20/2011	5' SANDING PADS	035218/1582953	120610	06/2012		16.13
101-3030-423.28-01	11/21/2011	NEW SAFETY CENTER DESK KE	356604	120595	06/2012		40.45
101-3030-423.30-02	11/28/2011	OFFICE & STATION SUPPLIES	11-28-2011	120595	06/2012		31.28
101-3030-423.30-02	11/28/2011	CORK BOARD	587935601001	120595	06/2012		24.20
101-3030-423.30-02	11/29/2011	PADLOCKS	41993A	120595	06/2012		187.61
101-6040-454.30-02	11/28/2011	LIGHT BULBS	0671005692611	120611	06/2012		12.80
101-6040-454.30-02	11/29/2011	ACETONE BRUSHES & RAGS	038231/2593037	120611	06/2012		64.45
101-6040-454.30-02	11/29/2011	PAINT LADLE	095644	120611	06/2012		4.31
601-5060-436.28-01	11/30/2011	SUMP PUMP REPAIR	06710056987818	120614	06/2012		6.75
101-1110-412.29-04	12/03/2011	CITY MAN & SADBERRY MTH	001698	120580	06/2012		26.09
101-1110-412.29-04	12/08/2011	MAYOR, CM & WES BRAD MEET	066418	120580	06/2012		35.45
101-1110-412.29-04	12/21/2011	FIRE DEPART LUNCH MEETING	12212011	120580	06/2012		35.77
101-3020-422.30-02	12/22/2011	IPHONE 4 DEFENDER BLACK	060105	120588	06/2012		53.88
101-3020-422.30-02	12/22/2011	PRODUCTS FOR DESTRUCTION	PSI-23306	120589	06/2012		125.00
101-3020-422.30-02	12/22/2011	STATION SUPPLIES	12122011	120591	06/2012		199.15
101-3030-423.25-03	12/22/2011	WETSUIT	6151010	120592	06/2012		239.21
101-3030-423.30-02	12/22/2011	TRASH BAGS	044961/9593494	120593	06/2012		8.45
101-3030-423.28-04	12/22/2011	DIVE TANK AIR CARD	056546	120593	06/2012		100.00
101-3030-423.28-04	12/22/2011	PC 832 COURSE	12222011	120593	06/2012		109.00
101-3030-423.28-04	12/22/2011	DIVE TEAM WETSUITS	6151009	120593	06/2012		920.49
101-3030-423.30-02	12/19/2011	2012 PLANNER, DESK CALEND	12192011	120596	06/2012		52.46
101-3030-423.28-04	12/22/2011	DIVE TRAINING COURSE	031968	120596	06/2012		750.00
101-3030-423.30-02	12/22/2011	YELLOW TUBE WEB	1315541	120596	06/2012		74.56
101-3030-423.30-02	12/22/2011	PADDLE RESCUE BOARD LEASH	261812	120596	06/2012		23.65
101-3030-423.30-02	12/22/2011	EOC RADIO/PHONE/PC CART	966486	120596	06/2012		53.86
101-3070-427.28-12	12/22/2011	CODE ASSOC MEMBERSHIP	3293654	120569	06/2012		75.00
101-1210-413.29-02	12/22/2011	EMPLOYEE APPRECIATION LUN	047833	120597	06/2012		176.14
101-1210-413.28-04	12/22/2011	CSMFO ANNUAL CONFERENCE	132137	120597	06/2012		299.00
101-1230-413.28-11	12/22/2011	9TH&PALM PLAN RE-PRINT	33743	120575	06/2012		29.09
101-1230-413.28-11	12/22/2011	COMM DEV ENVELOPES	587712159-001	120575	06/2012		75.41
101-1230-413.30-01	12/22/2011	MOUSE & WRIST REST	588389405-001	120575	06/2012		22.79
101-1230-413.30-01	12/22/2011	CALENDARS, PADS, PROTECIO	589501370-001	120575	06/2012		67.44
101-1230-413.27-05	12/22/2011	IPHONE PROTECTION PLAN	9895260303	120572	06/2012		69.00
101-1230-413.28-04	12/22/2011	SMART GROWTH MEETING	12192011	120573	06/2012		47.00
101-6010-451.30-02	12/22/2011	BATTERIES FOR GAMES, CALC	056556/45727158	120582	06/2012		108.71
101-6010-451.30-02	12/22/2011	HEATER FOR FRONT COUNTER	080310/8573583	120582	06/2012		37.68
101-6010-451.30-02	12/22/2011	CALENDARS FOR OFFICE, FRO	12202011	120582	06/2012		79.51

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1010-411.28-04	12/22/2011	COUNCIL DINNER	033128	120587	06/2012	47.00
101-1110-412.29-04	12/22/2011	IAAP HOLIDAY PARTY	12072011	120587	06/2012	35.00
101-1110-412.29-04	12/22/2011	DECEMBER IAAP MEETING	5474006	120587	06/2012	35.00
101-1110-412.28-12	12/22/2011	2012 IAAP MEMBESHIP RENEW	93903700	120587	06/2012	134.00
101-1010-411.28-04	12/22/2011	JANNEY FLIGHT	ISSRHL	120578	06/2012	443.40
101-1130-412.30-02	12/22/2011	REFRESHMENTS/TRAINING	1112130	120578	06/2012	18.85
101-1010-411.30-02	12/22/2011	E-VERSION UNION TRIBUNE	12-22-2011	120578	06/2012	7.92
101-1010-411.30-02	12/22/2011	E-VERSION UNION TRIBUNE	12-22-2011	120578	06/2012	7.92
101-1130-412.29-02	12/22/2011	FLOWERS FOR EMP PARTY	12-22-2011	120578	06/2012	116.11
101-1920-419.30-02	12/22/2011	ATEL COMMUNICATION RENTAL	248362512025549	120578	06/2012	225.00
101-1920-419.30-02	12/22/2011	ATEL COMM NOV RENTAL	25881	120578	06/2012	300.00
101-1920-419.30-02	12/22/2011	ATEL COMM DEC RENTAL	26219	120578	06/2012	300.00
101-1010-411.30-02	12/22/2011	FLOWERS FOR T.SHUETTE	84209	120578	06/2012	61.31
101-1130-412.29-02	12/22/2011	GIFT BAGS FOR EMP SVC	8439	120578	06/2012	38.57
601-5060-436.30-02	12/22/2011	BUG KILLER	489238	120600	06/2012	113.07
405-5030-433.30-02	12/22/2011	BLANKET PURCHASE ORDER	062386/0193370	120605	06/2012	90.36
601-5050-436.30-02	12/22/2011	OPTICAL MOUSE	21281034	120608	06/2012	10.76
101-5010-431.30-02	12/22/2011	PROPANE TANK EXCHANGE	027413/0233712	120618	06/2012	19.20
501-1921-419.28-16	12/22/2011	PARTS FOR VECH #612 & 617	5005642	120621	06/2012	193.38
101-1020-411.28-12	12/22/2011	ANNUAL MEMBERSHIP CC	17051	120567	06/2012	175.00
101-1020-411.28-12	12/22/2011	CC MEMBERSHIP	2012	120567	06/2012	120.00
101-1020-411.28-04	12/22/2011	HOTEL/TRAINING CC	6117652501	120567	06/2012	378.95
503-1923-419.28-04	12/22/2011	LUNCH/TRAINING	228302	120598	06/2012	10.86
503-1923-419.28-04	12/22/2011	HOTEL/TRAINING	408606260090	120598	06/2012	185.23
405-5030-433.30-02	12/22/2011	PAINT BRUSHES	0461257595057	120603	06/2012	38.46
101-1910-419.30-02	12/22/2011	ELECTRICAL SWITCH POINT	093063/1593139	120603	06/2012	38.85
101-5010-431.30-02	12/22/2011	CHAMOTS BEIGE ROCK	12-22-2011	120603	06/2012	609.65
101-6020-452.30-02	12/22/2011	FOAM REFILL	137176	120603	06/2012	50.11
101-5010-431.30-02	12/22/2011	CHAMOTS BEIGE ROCK	1603795	120603	06/2012	322.12
101-1910-419.30-02	12/22/2011	RAIN JACKET/PANT	295663	120603	06/2012	67.35
101-6020-452.30-02	12/22/2011	RAIN JACKET/PANT	295663	120603	06/2012	67.34
101-6020-452.30-02	12/22/2011	FLAGS/PARKS	3	120603	06/2012	131.35
101-1910-419.28-01	12/22/2011	REP RERFIG MVC	31669	120603	06/2012	562.80
101-6020-452.30-02	12/22/2011	ELECTRICAL SUPPLIES	008007/8564019	120623	06/2012	32.83
101-6020-452.30-02	12/22/2011	PLANT MATERIAL	037167/0193361	120623	06/2012	5.37
501-1921-419.30-02	12/22/2011	SUPPLIES FOR FLEET	03738/854929	120606	06/2012	11.26
101-6020-452.30-02	12/22/2011	REP TOILET FOR SPARK	077713/5265475	120606	06/2012	320.27
101-1910-419.30-02	12/22/2011	PAINT SUPPLIES FIRE	087194-4581344	120606	06/2012	36.84
101-3020-422.30-02	12/22/2011	MIRROR FOR FDEPT	1145282151	120606	06/2012	84.85
101-1910-419.30-02	12/22/2011	HINGE BRACKET SPARK	1157471	120606	06/2012	26.94
101-1910-419.30-02	12/22/2011	CARPET SAMPLES	17736	120606	06/2012	25.00
101-1910-419.30-02	12/22/2011	DOOR/HARDWEAR SPARK	157318	120606	06/2012	269.38
101-1910-419.30-02	12/22/2011	RETURNED SAMPLES	17736	120606	06/2012	25.00-
101-6020-452.30-02	12/22/2011	VANDAL PROOF DRIVER BIT	289262	120606	06/2012	17.24
101-1910-419.30-02	12/22/2011	TARP & GLOVES	30243-9573399	120606	06/2012	36.59
101-5010-431.30-02	12/22/2011	ASPHALT CRACK MELT	01540	120617	06/2012	486.17
101-5010-431.30-02	12/22/2011	NOLF SIGNAL FLAGS	1893	120617	06/2012	313.23
101-5010-431.30-02	12/22/2011	METAL PLATE	066719	120617	06/2012	302.29
101-5010-431.30-02	12/22/2011	5 WIRE WHEELS	93939	120617	06/2012	210.11
101-5010-431.30-02	12/22/2011	2 WIRE MESH MATS	031269/8010314	120601	06/2012	17.20

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5010-431.30-02	12/22/2011	LYD CONCRETE/PLANT X	100447086-001	120601	06/2012	177.79
101-5010-431.30-02	12/22/2011	2YRDS CONCRETE	100511982-001	120601	06/2012	355.58
101-5010-431.30-02	12/22/2011	1 3/4 YRD CONCRETE	100579177-007	120601	06/2012	311.13
101-5010-431.30-02	12/22/2011	NEW SET OF KEYS	57767	120601	06/2012	11.89
101-5010-431.30-02	12/22/2011	1QRT MARINE ENAMAL	7213-9	120601	06/2012	23.69
101-5010-431.30-02	12/22/2011	PROPANE TANK EXCHANGE	02712/1265051	120602	06/2012	19.20
101-5020-432.30-01	12/22/2011	CALENDAR/PENS	2ZTTGXAPSSQ56R6	120609	06/2012	10.57
101-6040-454.30-02	12/22/2011	OUTLETS FOR PIER LIGHTS	70812/2571539	120612	06/2012	38.66
501-1921-419.28-16	12/22/2011	REPLACEMENT TIRES #612	3010138762	120620	06/2012	312.28
101-0000-209.01-03	12/22/2011	MORENO, M-COMP LOAN	428557077415		06/2012	654.49
101-0000-209.01-03	12/22/2011	KAHLE, E- COMP LOAN	2343334671		06/2012	759.17
101-0000-209.01-03	12/22/2011	RAMOS, J- COMP LOAN	1358529		06/2012	407.04
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	120584794		06/2012	514.94
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	12-22-2012		06/2012	79.95
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	8833022		06/2012	79.99
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	76866		06/2012	49.99
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	1016220		06/2012	338.00
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	425361		06/2012	85.12
101-0000-209.01-03	12/22/2011	COOPER, J- COMP LOAN	W267207120		06/2012	651.42
101-0000-209.01-03	12/22/2011	HALD, J- COMP LOAN	W264731186		06/2012	161.57
101-0000-209.01-03	12/22/2011	GUERN, M- COMP LOAN	7686657		06/2012	29.99
101-0000-209.01-03	12/22/2011	HALD, J- COMP LOAN	W264731186		06/2012	1,405.67
101-0000-209.01-03	12/22/2011	HALD, J- COMP LOAN	W264731186		06/2012	269.32
101-1130-412.29-02	12/22/2011	SERVICE AWARDS FOR LG	12611	120585	06/2012	215.00
02/01/2012	79867	POINT LOMA LAW	2307			149,843.00
408-1920-519.20-06	01/30/2012	SETTLEMENT AGREE-SHWKI BA	01-30-2012		07/2012	149,843.00
02/03/2012	79868	ADT SECURITY SERVICES, INC.	103			85.32
101-6010-451.21-04	01/07/2012	ALARM SERVICE	63231418	120227	07/2012	85.32
02/03/2012	79869	AFLAC	120			1,002.98
101-0000-209.01-13	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012	452.59
101-0000-209.01-13	02/02/2012	PR AP PPE 01/26/2012	904775		08/2012	501.49
101-0000-209.01-13	02/03/2012	PPE 01/26/2012	904775		08/2012	48.90
02/03/2012	79870	AMERICAN MESSAGING	1759			346.67
101-3020-422.21-04	01/01/2012	PAGING SERVICES	L1074045MA	120300	07/2012	266.05
601-5060-436.27-04	01/01/2012	NETWORK FEE, PAGER REPLAC	L1252241MA	120187	07/2012	80.62
<i>VOID CHECK # 79871</i>						
02/03/2012	79872	AT&T	2052			3,194.69
101-1920-419.27-04	12/15/2011	6194238300966	2890438		06/2012	204.51
101-1920-419.27-04	12/15/2011	6196282018442	2893599		06/2012	.10
601-5060-436.27-04	12/15/2011	C602221236777	2890431		06/2012	199.83
101-1010-411.27-04	12/15/2011	6196281352138	2893592		06/2012	17.65
101-1110-412.27-04	12/15/2011	6194230314983	2890432		06/2012	90.42
101-1130-412.27-04	12/15/2011	6194238617297	2890441		06/2012	71.08
101-1230-413.27-04	12/15/2011	6196281356950	2893593		06/2012	162.67
101-3040-424.27-04	12/15/2011	6196281357370	2893594		06/2012	64.04
101-3070-427.27-04	12/15/2011	6196281359503	2893595		06/2012	39.06

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-1210-413.27-04	12/15/2011	6196281361675	2893596		06/2012	171.89	
101-1210-413.27-04	12/15/2011	61942335034	2894371		06/2012	16.08	
503-1923-419.27-04	12/15/2011	6194243481712	2873188		06/2012	16.02	
101-6030-453.27-04	12/15/2011	6194247077654	2873189		06/2012	78.31	
101-6010-451.27-04	12/15/2011	6195750336814	2906196		06/2012	16.13	
101-6010-451.27-04	12/15/2011	6196281385578	2893597		06/2012	54.91	
101-3020-422.27-04	12/15/2011	6194238225966	2890437		06/2012	166.93	
101-3010-421.27-04	12/15/2011	6196281485966	2882793		06/2012	16.48	
101-3020-422.27-04	12/15/2011	6194237246664	2893590		06/2012	47.26	
101-3030-423.27-04	12/15/2011	6194238322966	2890440		06/2012	198.19	
101-5020-432.27-04	12/15/2011	6194238311966	2890439		06/2012	284.07	
101-5040-434.27-04	12/15/2011	6194231675716	2890434		06/2012	15.77	
601-5060-436.27-04	12/15/2011	6194232231359	2890435		06/2012	15.30	
101-5040-434.27-04	12/15/2011	6194231074813	2890433		06/2012	15.77	
601-5060-436.27-04	12/15/2011	6195751351887	2894132		06/2012	14.67	
503-1923-419.27-04	12/15/2011	3393431504727	2901915		06/2012	177.75	
503-1923-419.27-04	12/15/2011	3372571583448	2903523		06/2012	355.49	
503-1923-419.27-04	12/15/2011	3393439371447	2904613		06/2012	177.75	
503-1923-419.27-04	12/15/2011	3393442323406	2904922		06/2012	177.75	
101-1920-419.27-04	01/14/2012	6194238300966	2966674		07/2012	6.14	
101-1920-419.27-04	01/14/2012	6196282018442	2969942		07/2012	.10	
601-5060-436.27-04	01/14/2012	C602221236777	2966667		07/2012	3.22	
101-1010-411.27-04	01/14/2012	6196281352138	2969935		07/2012	1.49	
101-1110-412.27-04	01/14/2012	6194230314983	2966668		07/2012	15.94	
101-1130-412.27-04	01/14/2012	6194238617297	2966677		07/2012	1.07	
101-1230-413.27-04	01/14/2012	6196281356950	2969936		07/2012	9.86	
101-3040-424.27-04	01/14/2012	6196281357370	2969937		07/2012	2.14	
101-3070-427.27-04	01/14/2012	6196281359503	2969938		07/2012	.18	
101-1210-413.27-04	01/14/2012	6196281361675	2969939		07/2012	3.81	
101-1210-413.27-04	01/14/2012	6194235034	2970714		07/2012	16.23	
503-1923-419.27-04	01/14/2012	6194243481712	2949373		07/2012	15.67	
101-6030-453.27-04	01/14/2012	6194247077654	2949374		07/2012	.46	
101-6010-451.27-04	01/14/2012	6196281385578	2969940		07/2012	.24	
101-3020-422.27-04	01/14/2012	6194238225966	2966673		07/2012	1.80	
101-3010-421.27-04	01/14/2012	6196281485966	2959037		07/2012	.05	
101-3020-422.27-04	01/14/2012	6194237246664	2969933		07/2012	2.17	
101-3030-423.27-04	01/14/2012	6194238322966	2966676		07/2012	4.81	
101-5020-432.27-04	01/14/2012	6194238311966	2966675		07/2012	8.51	
601-5060-436.27-04	01/14/2012	6195751351887	2970475		07/2012	.31	
601-5060-436.27-04	01/14/2012	C602224833777	2994818		07/2012	139.66	
101-6030-453.27-04	01/14/2012	C602224836777	2994821		07/2012	78.64	
101-6010-451.27-04	01/14/2012	6195750336814	2982518		07/2012	16.31	
02/03/2012	79873	BDS ENGINEERING INC	372			3,299.30	
402-5000-532.20-06	01/09/2012	STREET IMP PHASE 4/5	10-41M	110675	07/2012	1,160.30	
101-0000-221.01-02	01/31/2012	PROFESSIONAL SERVICES	11-02H		07/2012	1,554.00	
101-0000-221.01-02	01/31/2012	PROFESSIONAL SERVICES	11-02H		07/2012	585.00	
02/03/2012	79874	CALIFORNIA AMERICAN WATER	612			4,282.92	
101-6020-452.27-02	01/16/2012	05-0109756-2	11/09-01-11	02-06-2012	07/2012	150.69	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-5010-431.27-02	01/16/2012	05-0110529-0	11/10-01/12	02-16-2012	07/2012	23.60	
101-6020-452.27-02	01/16/2012	05-0111454-0	11/10-01/12	02-16-2012	07/2012	9.71	
101-1910-419.27-02	01/16/2012	05-0111478-9		02-16-2012	07/2012	95.14	
101-6020-452.27-02	01/16/2012	05-0111479-7	11/10-01/12	02-16-2012	07/2012	2,217.58	
101-5010-431.27-02	01/16/2012	05-0111490-5	11/10-01/12	02-16-2012	07/2012	175.13	
101-6020-452.27-02	01/16/2012	05-0114612-0	11/15-01/17	02-08-2012	07/2012	34.51	
101-5010-431.27-02	01/16/2012	05-0114717-7	11/14-01/16	02-07-2012	07/2012	9.73	
101-5010-431.27-02	01/16/2012	05-0115202-9	11/14-01/16	02-07-2012	07/2012	9.73	
101-6020-452.27-02	01/16/2012	05-0115205-2	11/14-01/16	02-07-2012	07/2012	1,524.74	
101-1910-419.27-02	01/16/2012	05-0115206-0	11/14-01/19	02-07-2012	07/2012	373.99	
101-1910-419.27-02	01/16/2012	05-0115208-6	11/14-01/16	02-07-2012	07/2012	168.49	
101-1910-419.27-02	01/16/2012	05-0115210-2	11/14-01/16	02-07-2012	07/2012	34.80	
101-3020-422.27-02	01/16/2012	05-0115211-0	11/14-01/16	02-07-2012	07/2012	178.93	
101-5010-431.27-02	01/16/2012	05-0115214-4	11/14-01/16	02-07-2012	07/2012	13.21	
601-5060-436.27-02	01/16/2012	05-0115249-0	11/14-01/16	02-07-2012	07/2012	13.21	
101-5010-431.27-02	01/16/2012	05-0115949-5	11/15-01/17	02-08-2012	07/2012	13.22	
101-5010-431.27-02	01/16/2012	05-0115950-3	11/15-01/17	02-08-2012	07/2012	16.72	
101-5010-431.27-02	01/16/2012	05-0116368-7	11/15-01/17	02-08-2012	07/2012	16.72	
101-6020-452.27-02	01/16/2012	05-0117419-7	11/15-01/17	02-08-2012	07/2012	9.74	
101-5020-432.27-02	01/16/2012	05-04240569-5	11/14-01/16	02-07-2012	07/2012	63.27	
101-6020-452.27-02	01/16/2012	05-0477133-8	11/14-01/16	02-07-2012	07/2012	170.60	
405-1260-413.27-02	01/16/2012	05-0536450-5	11/11-01/05	01-20-2012	07/2012	3.69-	
405-1260-413.27-02	01/16/2012	05-0536451-3	8/19-11/16	01-20-2012	07/2012	472.93-	
405-1260-413.27-02	01/16/2012	05-0546597-1	11/16-01/18	02-13-2012	07/2012	45.62	
601-5060-436.27-02	01/16/2012	05-0505362-9	12/02-01/04	01-20-2012	07/2012	369.63-	
601-5050-436.27-02	01/16/2012	05-0392478-9	12/02-01/04	01-20-2012	07/2012	239.91-	
02/03/2012	79875	CVA SECURITY	797			60.00	
101-1910-419.20-23	01/01/2012	EOC ALARM MONITORING	20771	120079	07/2012	30.00	
101-1910-419.20-23	01/01/2012	ALARM MONITORING	20873	120079	07/2012	30.00	
02/03/2012	79876	COLONIAL LIFE & ACCIDENT	941			266.88	
101-0000-209.01-13	01/19/2012	PR AP PE 01/12/2012	20120119		07/2012	133.44	
101-0000-209.01-13	02/02/2012	PR AP PPE 01/26/2012	94988114-010202		08/2012	133.44	
02/03/2012	79877	COPY POST PRINTING	1371			254.45	
101-1210-413.28-11	01/09/2012	6X9 WINDOW BOOKLET ENVELO	22570	120640	07/2012	254.45	
02/03/2012	79878	COUNTY OF SAN DIEGO	1055			2,258.00	
101-3010-421.21-04	01/24/2012	DECEMBER PARKING PENALTY	01-24-2012		07/2012	2,258.00	
02/03/2012	79879	COUNTY OF SAN DIEGO RCS	1065			52,317.11	
101-1230-413.21-25	01/26/2012	PRINCIPAL INTEREST	11BBCIB15		07/2012	1,255.61	
101-3010-421.21-25	01/26/2012	PRINCIPAL INTEREST	11BBCIB15		07/2012	32,279.66	
101-3020-422.21-25	01/26/2012	PRINCIPAL INTEREST	11BBCIB15		07/2012	3,662.20	
101-3030-423.20-06	01/26/2012	PRINCIPAL INTEREST	11BBCIB15		07/2012	4,499.27	
101-5020-432.21-25	01/26/2012	PRINCIPAL INTEREST	11BBCIB15		07/2012	10,620.37	
02/03/2012	79880	COX COMMUNICATIONS	1073			125.80	
101-6010-451.29-04	01/15/2012	SPORTS PARK COX CAB SERV	01-15-2012	120188	07/2012	125.80	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
02/03/2012	79881	DATAQUICK	1134				75.00
101-1210-413.21-04	01/02/2012	DECEMBER 2011	B1-1999325	120189	07/2012		21.50
101-3020-422.21-04	01/02/2012	DECEMBER 2011	B1-1999325	120189	07/2012		23.00
101-3070-427.21-04	01/02/2012	DECEMBER 2011	B1-1999325	120189	07/2012		30.50
02/03/2012	79882	DEPARTMENT OF JUSTICE	1155				32.00
101-1130-412.21-04	01/06/2012	FINGERPRINT APPS	887359	120112	07/2012		32.00
02/03/2012	79883	DLA PRINTING & PROMO'S	1178				172.53
101-1210-413.28-11	01/09/2012	A/P VOUCHERS	7173	120645	07/2012		172.53
02/03/2012	79884	FERGUSON ENTERPRISES INC.	915				1,759.39
601-5060-436.30-02	12/27/2011	CLOW SWING ARM CHECK	0395104	120063	06/2012		1,759.39
02/03/2012	79885	FRIENDS OF IB LIBRARY	1629				1,000.00
101-1010-411.28-08	01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012		1,000.00
02/03/2012	79886	GOOGLE, INC.	2009				70.00
503-1923-419.20-06	01/05/2012	GOOGLE MESSAGE SECURITY	532194	120229	07/2012		70.00
02/03/2012	79887	HORIZON HEALTH EAP	90				415.83
101-1130-412.20-06	01/04/2012	JANUARY 2012 SERVICES	60161	120097	07/2012		415.83
02/03/2012	79888	I B FIREFIGHTERS ASSOCIATION	214				216.50
101-0000-209.01-08	02/02/2012	PR AP PPE 01/26/2012	20120202		08/2012		216.50
02/03/2012	79889	ICMA RETIREMENT TRUST 457	242				5,527.16
101-0000-209.01-10	02/02/2012	PR AP PPE 01/26/2012	20120202		08/2012		5,527.16
02/03/2012	79890	IMPERIAL BEACH CHAMBER OF COMM	1505				1,000.00
101-1010-411.28-08	01/26/2012	FY11-13 EDCO COMMUNITY GR	01-26-2012		07/2012		1,000.00
02/03/2012	79891	IMPERIAL BEACH TROPHIES	319				19.93
101-1020-411.29-04	01/05/2012	MAYOR PROTEM SPRIGGS NAME	4056	F12055	07/2012		19.93
02/03/2012	79892	IMPERIAL BEACH UNITED METHODIS	2326				1,000.00
101-1010-411.28-08	01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012		1,000.00
02/03/2012	79893	INTERSTATE BATTERY OF SAN DIEG	388				99.24
501-1921-419.28-16	01/20/2012	BATTERY FOR VEHIC #624	649009163	120021	07/2012		99.24
02/03/2012	79894	J. SIMMS AGENCY	1883				1,250.00
101-1920-419.20-06	01/01/2012	PR JANUARY 2012	3108	120096	07/2012		1,250.00
02/03/2012	79895	JESSOP & SON LANDSCAPING	479				3,052.83
101-6010-451.21-04	01/01/2012	JAN 2012	923354	120228	07/2012		3,052.83
02/03/2012	79896	KIWANIS CLUB OF IMPERIAL BEACH	639				1,000.00
101-1010-411.28-08	01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012		1,000.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
02/03/2012	79897	KOA CORPORATION	611			12,885.00	
210-1235-513.20-06	12/31/2011	13TH ST & EBONY	JB14146X2	120488	06/2012	1,450.00	
210-1235-513.20-06	12/31/2011	IB BLVD & 5TH CROSSWALK	JB14145X2	120563	06/2012	1,315.00	
210-1235-513.20-06	11/30/2011	13TH ST & EBONY	JB14146X1	120488	05/2012	5,660.00	
210-1235-513.20-06	11/30/2011	IB BLVD & 5TH CROSSWALK	JB14145X1	120563	05/2012	4,460.00	
02/03/2012	79898	NASLAND ENGINEERING	1656			812.00	
402-5000-532.20-06	11/30/2011	IB STREET IMP- BID PREP	91317	071139	05/2012	812.00	
02/03/2012	79899	OCEAN BLUE FOUNDATIO	1457			1,000.00	
101-1010-411.28-08	01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012	1,000.00	
02/03/2012	79900	OFFICE DEPOT, INC	1262			265.93	
101-1210-413.30-01	01/04/2012	CHAIR MATS/CALENDAR	592402387001	120001	07/2012	40.23	
101-1110-412.30-01	01/04/2012	HP INK, PAD 8.5X11	592512785001	120001	07/2012	60.00	
101-1110-412.30-01	01/06/2012	UNTANGLER CORD	592900606001	120001	07/2012	9.32	
101-1110-412.30-01	01/06/2012	ENVELOPE 10X13	592900681001	120001	07/2012	23.69	
101-3020-422.30-01	01/10/2012	OFFICE SUPPLIES	592855679001	120001	07/2012	64.11	
101-3020-422.30-01	12/27/2011	CLOCK, SUPER GLUE	591660573001	120001	06/2012	57.06	
101-3020-422.30-01	12/27/2011	PAPER	591660586001	120001	06/2012	11.52	
02/03/2012	79901	OPTIMIST CLUB OF I.B.	1076			1,000.00	
101-1010-411.28-08	01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012	1,000.00	
02/03/2012	79902	PARTNERSHIP WITH INDUSTRY	1302			1,014.53	
101-6040-454.21-04	01/03/2012	PE 12/31/2012	GS03956	120012	07/2012	1,014.53	
02/03/2012	79903	PITNEY BOWES	1369			2,518.99	
101-1920-419.28-09	01/06/2012	POSTAGE	01062012	120214	07/2012	2,518.99	
02/03/2012	79904	PMI	23			534.34	
101-6040-454.30-02	01/09/2012	PROTECTIVE GLOVES	0333732	120024	07/2012	534.34	
02/03/2012	79905	PRAXAIR DISTRIBUTION INC	1652			174.46	
101-3020-422.30-02	12/31/2011	AIR BREATHING KIT	41669130	120002	06/2012	174.46	
02/03/2012	79906	PRO LINE PAINT COMPANY	52			103.39	
101-6040-454.30-02	01/10/2012	RED PAINT	7948-0	120030	07/2012	103.39	
02/03/2012	79907	PROJECT DESIGN CONSULTANT	65			5,692.30	
402-5000-532.20-06	11/26/2011	9TH & PALM-CIVIL SITE FLA	80656	111167	05/2012	5,692.30	
02/03/2012	79908	PROTECTION ONE	69			811.13	
601-5060-436.20-23	12/20/2011	ALARM MONITORING PUMPS	85954969	120086	06/2012	273.30	
601-5060-436.20-23	10/23/2011	ALARM MONITORING PUMPS	85125360	120086	04/2012	273.30	
601-5060-436.20-23	10/24/2011	BATTERY REPLACEMENT	85165965	120086	04/2012	26.94	
601-5060-436.20-23	10/26/2011	UNIVERSAL KIT S/SNAPTRAK	85201271	120086	04/2012	237.59	
02/03/2012	79909	PRUDENTIAL OVERALL SUPPLY	72			138.93	
101-5020-432.25-03	01/04/2012	UNIFORM SERVICES	30231906	120092	07/2012	138.93	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
02/03/2012	79910	QWIK PRINTS	1622			20.00	
101-1130-412.21-04	01/03/2012	YOUNG, SHIELAH FINGERPRIN	1231324	120099	07/2012	20.00	
02/03/2012	79911	RANCHO AUTO & TRUCK PARTS	1685			340.15	
501-1921-419.28-16	01/05/2012	OIL FILTER, MOTOR OIL, AI	7693-103610	120028	07/2012	120.45	
501-1921-419.30-22	01/05/2012	STICK LIGHT	7693-103631	120028	07/2012	21.54	
501-1921-419.28-16	01/05/2012	CQ HEATERS/AC SWITCHES	7693-103639	120028	07/2012	12.19	
501-1921-419.28-16	01/06/2012	E-39 BULLET COVER	7693-103835	120028	07/2012	21.53	
501-1921-419.28-16	01/09/2012	# 612 STEERING GEARS	7693-104054	120028	07/2012	287.28	
501-1921-419.28-16	01/09/2012	CORE RETURN	7693-104111	120028	07/2012	122.84-	
02/03/2012	79912	RBF CONSULTING	1756			1,669.00	
601-5060-536.20-06	12/24/2011	SEWER MAIN LINE REPAIRS	11110270	110672	06/2012	1,669.00	
02/03/2012	79913	SEIU LOCAL 221	1821			1,310.24	
101-0000-209.01-08	02/02/2012	PR AP PPE 01/26/2012	20120202		08/2012	1,310.24	
02/03/2012	79914	SKS INC.	412			10,744.76	
501-1921-419.28-15	01/04/2012	1,310.2 GAL REG GASOLINE	1245281-IN	120058	07/2012	4,693.87	
501-1921-419.28-15	01/12/2012	1088 GL REG GAS/594 GL DI	1245500-IN	120058	07/2012	6,050.89	
02/03/2012	79915	SOUTH BAY COMMUNITY SVCS	472			1,000.00	
101-1010-411.28-08	01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012	1,000.00	
02/03/2012	79916	SOUTH WEST SIGNAL	488			160.00	
101-5010-431.21-04	12/31/2011	SIGNAL MAIT- DECEMBER	50570	120047	06/2012	160.00	
02/03/2012	79917	SPARKLETTS	2341			66.18	
101-1210-413.30-01	01/14/2012	DRINKING WATER SERVICE	10552239011412	120127	07/2012	66.18	
02/03/2012	79918	THYSSENKRUPP ELEVATOR	663			737.68	
101-3030-423.20-06	01/01/2012	MAINTENANCE JAN-MAR	1037065908	120186	07/2012	737.68	
02/03/2012	79919	TRAN CONSULTING ENGINEERS	2033			5,955.00	
601-5060-536.20-06	12/19/2011	SEWER MAIN ASSESMENT	7316	120649	06/2012	5,955.00	
02/03/2012	79920	UNDERGROUND SERVICE ALERT OF	731			39.00	
601-5060-436.21-04	01/01/2012	DEC 2011	1220110313	120106	07/2012	39.00	
02/03/2012	79921	UNION BANK PARS-#6746022400	2400			1,417.20	
101-0000-209.01-20	02/02/2012	PR AP PPE 01/26/2012	20120202		08/2012	1,417.20	
02/03/2012	79922	VERIZON WIRELESS	2317			1,343.53	
101-5020-432.27-05	01/08/2012	12/09/11-01/08/12	1046486076		07/2012	508.00	
101-3040-424.27-05	01/08/2012	12/09/11-01/08/12	1046486076		07/2012	53.61	
101-3020-422.27-05	01/08/2012	12/09/11-01/08/12	1046486076		07/2012	107.35	
101-3030-423.27-05	01/08/2012	12/09/11-01/08/12	1046486076		07/2012	273.24	
101-3070-427.27-05	01/08/2012	12/09/11-01/08/12	1046486076		07/2012	81.54	
101-1230-413.27-05	01/08/2012	12/09/11-01/08/12	1046486076		07/2012	99.38	

PREPARED 02/06/2012, 11:21:33
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 01/12/2012 TO 02/03/2012

PAGE 19

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
503-1923-419.27-05				01/08/2012	12/09/11-01/08/12	1046486076		07/2012	217.01
503-1923-419.27-05				01/08/2012	12/09/11-01/08/12	1046486076		07/2012	3.40
02/03/2012	79923	WILDCOAST	1905						1,000.00
101-1010-411.28-08				01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012	1,000.00
02/03/2012	79924	YMCA CAMP SURF	857						1,000.00
101-1010-411.28-08				01/26/2012	EDCO COMMUNITY GRANT	01-26-2012		07/2012	1,000.00
DATE RANGE TOTAL *									1,127,220.11 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: FEBRUARY 15, 2012

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
 GREG WADE, DIRECTOR *GW*
 DAVID GARCIAS, CODE COMPLIANCE OFFICER *DG*

SUBJECT: ADOPTION OF RESOLUTION NO. 2012-7160 IN SUPPORT OF THE SAN DIEGO COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY PLACING AN INITIATIVE ON THE JUNE 5, 2012 BALLON TO EXTEND FEES PURSUANT TO VEHICLE CODE SECTIONS 9250.7 AND 22710

BACKGROUND:

Sections 9250.7 and 22710 of the California Vehicle Code authorized the establishment of the San Diego County Abandoned Vehicle Abatement Service Authority ("AVASA") in 1991 and the imposition of a \$1 fee on vehicles registered in the County of San Diego and an additional \$2 fee on commercial vehicles registered in the County. These registration fees were used exclusively for the abatement, removal, and disposal of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, from private or public property, to combat neighborhood blight and decay. The City of Imperial Beach began participating in this program in 1991 and has been actively implementing it as part its Neighborhood Revitalization efforts.

On August 13, 2001, Senate Bill 106 (SB106) was passed amending California Vehicle Code sections 9250.7 and 22710 to allow for an extension of these registration fees in increments of up to 10 years. Senate Bill 106 required a county's board of supervisors, by a two-thirds vote, and the cities with the majority of the population incorporated within the county to adopt resolutions approving an extension of the collection of these registration fees.

DISCUSSION:

The AVASA Board is recommending submitting to the electors of San Diego County a ballot measure to extend the vehicle registration fee of \$1.00, as authorized by the Vehicle Code sections 9250.7 and 22710 for 10 years.

The date of the election is expected to be June 5, 2012, and the election shall be held solely within the boundaries of San Diego County, contingent on authorization by the San Diego County Board of Supervisors, by a two-thirds vote, and the cities with the majority of the

incorporated population within the county adopting resolutions to authorize the aforementioned election and approve an extension of the AVA Fee by voter approval. The aforementioned County and city resolutions of support have been requested to be adopted on or before March 9, 2012.

Upon adoption of the resolutions of support the AVA Program Manager, together with San Diego County Counsel, would then submit the text of the ballot measure to the Registrar of Voters.

If the ballot measure receives at least 2/3 of the registered voters support, the Board will be authorized to impose the AVA Fee and submit this Resolution, together with certified results of the election, to the Department of Motor Vehicles to implement the AVA Fee without further Board action. If the ballot measure is not approved by the voters, then it is likely the AVA Fee will not be imposed and the authority for imposition of the current AVA fee will expire on April 30, 2012.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution Number 2012-7160 supporting an extension of the AVA Fee upon voter approval and submittal of a ballot measure for a ten-year extension of the AVA vehicle registration fee, as authorized by the Vehicle Code sections 9250.7 and 22710.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachment:

1. Resolution No. 2012-7160 (Resolution to be attached at a later date prior to the meeting)



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER
MEETING DATE: February 15, 2012
ORIGINATING DEPT.: CITY MANAGER
SUBJECT: ADOPT RESOLUTION NOS. 2012-7158 AND 2012-7159 APPROVING AND ADOPTING THE SIDELETTERS OF AGREEMENT TO THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY AND SEIU AND THE CITY AND THE FIREFIGHTERS' ASSOCIATION

BACKGROUND:

Members of the City's Miscellaneous Classified Service are represented by the Service Employees International Union, Local 221 ("SEIU"). The Imperial Beach Firefighters' Association Local 4692 ("Firefighters' Association") represents the City's sworn Fire employees. The City entered into two-year Memorandums of Understanding ("MOUs") with both SEIU and the Firefighters' Association respectively. The MOUs with each group are effective July 1, 2011 through June 30, 2013. This item is before Council to approve Sideletters to the MOUs with SEIU and the Firefighters' Association to amend the City's current catastrophic leave policy contained in each MOU.

DISCUSSION:

Catastrophic leave policies are generally designed to assist employees who have exhausted paid leave time credits due to a serious or catastrophic illness, injury or condition of the employee or his/her extended family. A catastrophic leave policy allows other employees to make grants of time to that employee so that he or she can remain in a paid status for a longer period of time, thus partially alleviating the financial impact of the illness, injury or condition. An employee who has exhausted his or her leave credits and must miss work due to a prolonged illness, injury or condition can request catastrophic leave. In such cases, the City will set up a Catastrophic Leave Bank for the employee to receive donated leave time from other City employees.

The City's current catastrophic leave policy contained in the MOUs allows for employees to donate accrued vacation, compensatory time or floating holidays to a leave bank on an hour-for-hour basis for authorized catastrophic leave. The policy limits the amount of time an employee can donate, and the receiving employee cannot be given more than 520 donated hours over any 24 month period. The City's current policy does not allow employees to donate accrued sick leave credits.

SEIU approached the City Manager to request that the City's catastrophic leave policy be amended to allow City employees to donate accrued sick leave credits in addition to the vacation, compensatory time and floating holidays already allowed. The Firefighters' Association also requested the same modification. The City met and conferred in good faith with representatives from SEIU and the Firefighters' Association regarding changes to the City's catastrophic leave policy.

The changes to the SEIU MOU are reflected below in bold and underlined:

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, **sick leave** or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of **20 hours of sick leave, and up to a combined total of 40 hours of vacation, floating holiday, compensatory time and sick leave** per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

The changes to the Firefighters' Association MOU are reflected below in bold and underlined:

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, **sick leave** or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of **20 hours of sick leave, and up to a combined total of 56 hours of vacation, floating holiday, compensatory time and sick leave** per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

The changes to the catastrophic leave policy will now allow employees the option of donating accrued sick leave. Both groups agreed to limit the amount of sick leave an employee could donate. Even though an employee will now be able to donate accrued sick leave, each individual employee will still be limited to the same maximum combined number of hours that can be donated to an employee requesting catastrophic leave. The maximum number of hours an employee can receive in any 24 month period was not changed. The parties agreed to these changes to the catastrophic leave policy, and signed Sideletter Agreements to the respective MOUS to reflect the changes. Except as amended by these Sideletters of Agreement, all other terms and conditions of the MOUs shall remain in full force and effect.

The Sideletter Agreements have been ratified and approved by the membership of the respective bargaining units. This item is before Council to approve the Sideletters to the MOUs with SEIU and the Firefighters' Association.

ENVIRONMENTAL IMPACT

This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

FISCAL IMPACT:

This policy allow for transfers of accrued vacation and sick leave balances from one employee to another with no or in some cases minor financial impacts.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolutions Nos. 2012-7158 and 2012-7159 APPROVING AND ADOPTING THE SIDELETTERS OF AGREEMENT TO THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY AND SEIU AND THE CITY AND THE FIREFIGHTERS' ASSOCIATION.



Gary R. Brown, City Manager

Attachment:

1. Resolution 2012-7158
2. Resolution 2012-7159
3. Sideletter of Agreement between the City and SEIU
4. Sideletter of Agreement between the City and the Firefighters' Association
5. SEIU MOU effective July 1, 2011 through June 30, 2013
6. Firefighters' Association MOU effective July 1, 2011 through June 30, 2013

RESOLUTION NO 2012-7158

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MEMBERS
OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 221, CTW, CLC**

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Millias-Brown Act; and

WHEREAS, the Service Employees International Union, Local 221 ("SEIU") is the exclusive bargaining agent and representative of the City's Miscellaneous Classified Service; and

WHEREAS, the City and SEIU entered into a Memorandum of Understanding ("MOU") effective July 1, 2011 through June 30, 2013 (Exhibit A); and

WHEREAS, the parties met and conferred in good faith regarding changes to the catastrophic leave policy; and

WHEREAS, the parties agree to changes to the catastrophic leave policy and desire to amend the current MOU;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2011 through June 30, 2013.

WHEREAS, the attached Side Letter Agreement (Exhibit B) has been ratified and approved by the membership of the SEIU; and

WHEREAS, except as amended by the Side Letter Agreement, all other terms and conditions of the MOU from July 1, 2011 through June 30, 2013 shall remain in full force and effect.

//

//

//

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The attached Side Letter Agreement between the City and SEIU is hereby adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 15th day of February, 2012, by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

RESOLUTION NO 2012-7159

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MEMBERS
OF IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692**

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act; and

WHEREAS, the Imperial Beach Firefighters' Association Local 4692 ("Firefighters' Association") is the exclusive bargaining agent and representative of the City's sworn Fire employees ("bargaining unit"); and

WHEREAS, the City and Firefighters' Association entered into a Memorandum of Understanding ("MOU") effective July 1, 2011 through June 30, 2013 (Exhibit A); and

WHEREAS, the parties met and conferred in good faith regarding changes to the catastrophic leave policy; and

WHEREAS, the parties agree to changes to the catastrophic leave policy and desire to amend the current MOU;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2011 through June 30, 2013.

WHEREAS, the attached Side Letter Agreement (Exhibit B) has been ratified and approved by the membership of the Firefighters' Association; and

WHEREAS, except as amended by the Side Letter Agreement, all other terms and conditions of the MOU from July 1, 2011 through June 30, 2013 shall remain in full force and effect.

//

//

//

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The attached Side Letter Agreement between the City and Firefighters' Association is hereby adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 15th day of February, 2012, by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

SIDE LETTER OF AGREEMENT
between the City of Imperial Beach
and Service Employees International Union (SEIU) Local 221

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act ("MMBA"); and

WHEREAS, the Service Employees International Union, Local 221 ("SEIU") is the exclusive bargaining agent and representative of the City's Miscellaneous Classified Service; and

WHEREAS, the City and SEIU entered into a Memorandum of Understanding ("MOU") effective July 1, 2011 through June 30, 2013; and

WHEREAS, the parties met and conferred in good faith regarding changes to the catastrophic leave policy; and

WHEREAS, the parties agree to changes to the catastrophic leave policy and desire to amend the current MOU;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2011 through June 30, 2013.

NOW THEREFORE, the City and SEIU mutually agree as follows:

- 1) The following changes will be made to MOU Article 30.0 "Catastrophic Leave":
"The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 40 hours of vacation, floating holiday, compensatory time and sick leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

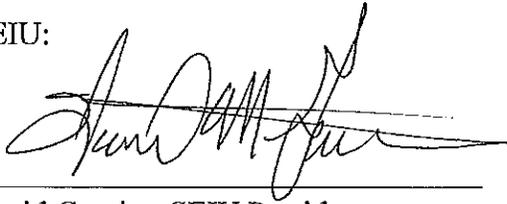
- 2) Except as amended by this Sideletter of Agreement, all other terms and conditions of the MOU from July 1, 2011 through June 30, 2013 shall remain in full force and effect.

//

//

Executed in Imperial Beach, California by:

SEIU:



David Garcias, SEIU President

January 12, 2012

DATE

City of Imperial Beach:



Gary Brown, City Manager

1/18/12

DATE

**SIDE LETTER OF AGREEMENT
between the City of Imperial Beach
and Imperial Beach Firefighters' Association (IBFA) Local 4692**

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act ("MMBA"); and

WHEREAS, the Imperial Beach Firefighters' Association Local 4692 is the exclusive bargaining agent and representative of the City's sworn Fire employees; and

WHEREAS, the City and the Firefighters' Association entered into a Memorandum of Understanding ("MOU") effective July 1, 2011 through June 30, 2013; and

WHEREAS, the parties met and conferred in good faith regarding changes to the catastrophic leave policy; and

WHEREAS, the parties agree to changes to the catastrophic leave policy and desire to amend the current MOU;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2011 through June 30, 2013.

NOW THEREFORE, the City and the Firefighters' Association mutually agree as follows:

- 1) The following changes will be made to MOU Article 31.0 "Catastrophic Leave":
"The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 56 hours of vacation, floating holiday, compensatory time and sick leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

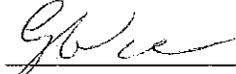
- 2) Except as amended by this Sideletter of Agreement, all other terms and conditions of the MOU from July 1, 2011 through June 30, 2013 shall remain in full force and effect.

//

//

Executed in Imperial Beach, California by:

Firefighters' Association:

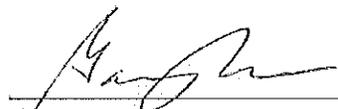


Craig Weaver, IBFA Representative

1/19/12

DATE

City of Imperial Beach:



Gary Brown, City Manager

1/19/12

DATE



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221
4004 Kearny Mesa Road
San Diego, CA. 92111

TERM:

July 1, 2011 – June 30, 2013

FINAL

* * * * *

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	4
Article 1.0	Management Rights	4
Article 2.0	Employee Rights.	5
Article 3.0	Responsibilities of the Union.	5
Article 4.0	Unfair Employee Relations Practices	5
Article 5.0	Grievance Procedure.	6
Article 6.0	Discharge of Other Disciplinary Action.	6
Article 7.0	General Provisions	6
Article 8.0	Out of Classification Pay.	9
Article 9.0	Hours of Work.	9
Article 10.0	Sick Leave and Industrial Accident Benefits	11
Article 11.0	Holiday and Vacation Benefits.	11
Article 12.0	Holiday Furlough Program	13
Article 13.0	Insurance Benefits	14
Article 14.0	Uniforms	16
Article 15.0	Salaries.	17
Article 16.0	Retirement Benefits	17
Article 17.0	State Disability Insurance	18
Article 18.0	Re-negotiation	18
Article 19.0	Implementation	18
Article 20.0	Emergency	18
Article 21.0	Savings Clause.	18

TABLE OF CONTENTS
(continued)

Article 22.0	Agreement Review	.	.	.	.	.	.	19
Article 23.0	Safety Program	.	.	.	.	.	.	19
Article 24.0	Smoking	.	.	.	.	.	.	19
Article 25.0	Educational Benefits	.	.	.	.	.	.	19
Article 26.0	Employee Assistance Program	.	.	.	.	.	.	20
Article 27.0	Service Fee	.	.	.	.	.	.	20
Article 28.0	Labor Management Committee	.	.	.	.	.	.	22
Article 29.0	Term	.	.	.	.	.	.	22
Article 30.0	Catastrophic Leave	.	.	.	.	.	.	22
Article 31.0	Actuarial	.	.	.	.	.	.	22
Article 32.0	Payroll Policies	.	.	.	.	.	.	22
Article 33.0	Other Miscellaneous Provisions.	.	.	.	.	.	.	23
Article 34.0	Strikes and Other Concerted Activities	.	.	.	.	.	.	24

Exhibits:

Exhibit "A"	Article X – Grievance Procedure
Exhibit "B"	Article IX – Disciplinary Procedure
Exhibit "C"	Article VII, Section 4 – Vacation Leave
Exhibit "D"	SEIU Recognition of Miscellaneous Service Classifications – FY 11-12 & 12-13
Exhibit "E"	City's Salary & Compensation Plan, Effective July 1, 2011
Exhibit "F"	City Section 125 Election Documents
Exhibit "G"	City Manager Memorandum – Stand by Pay Authorization
Exhibit "H"	Alternative 9/80 Work Schedule Side Letter & Policy

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU) Local 221, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as "M.O.U" is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the SEIU Local 221 hereinafter referred to as "UNION", and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement.

This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2011, and ending June 30, 2013.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the City's Miscellaneous Classified Service which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. All UNION representative classifications are referenced in Exhibit "D" of this agreement.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the "CITY" has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the SEIU Local 221 hereafter to be referred to as the "UNION", from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized UNION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Union

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the UNION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The UNION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The UNION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.

- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the UNION, its representatives, or members:
- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
 - c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the UNION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The City shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit “A” and made part of this M.O.U. Refer to Article X – Grievance Procedure, of the City of Imperial Beach Personnel Rules for additional information.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “B” and made part of this M.O.U.

Article 7.0 General Provisions

- 1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.

2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of age, sex, creed, color, national origin, UNION membership or non-UNION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in the following locations which may be used by UNION in posting appropriate UNION notices and announcements and related material.
 - a. City Hall
 - b. Fire Department
 - c. Public Works Facility
 - d. Lifeguard Station
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Human Resources Manager or designee. Access shall be scheduled at the convenience of the employee and Human Resources Manager or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY.
6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensatory time exclusive of travel time.
8. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on CITY time.
9. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.
10. Human Resources Manager: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Human Resources Manager.
11. Mileage Reimbursement: Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on City business. Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

An employee who uses his/her automobile for City business must provide the minimum automobile insurance coverage required by the State of California. Evidence of current insurance must be on file with the City.

12. Salary Increases: Salary increases that are based on a known date, such as longevity pay and step increase, shall be paid from the first day of the pay period in which the anniversary occurs.
13. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5 percent higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher in base salary than the highest step of the pay range of the classification to which they are being promoted.
14. Inoculations: Employees who in the course of their regular duties are exposed to raw sewage will receive inoculations as medically necessary at City expense. Those employees who in the course of their regular duties may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at City expense.
15. Outsource: The City shall notify the Union prior to issuance of any solicitation of work traditionally performed by regular employees of the City. The CITY shall notify the UNION in writing thirty (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within seven (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
16. Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION.
17. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer, and how to prevent it.
18. Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$40 per month to maintain and utilize said Certifications for the benefit of the CITY. In addition, as designated by the Public Works Director, a maximum of five (5) employees with Collection System Maintenance Grade Certification shall receive either \$20 per month for Grade 1, \$30 per month for Grade 2, \$40 per month for Grade 3, or \$50 per month for Grade 4.
19. Ergonomics: The City will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

20. Direct Deposit: All employees are encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution.
21. Notary Pay Differential: Effective the first full pay period in July 2011, the City will provide \$50.00 per month to employees who maintain a public notary and who are designated by the City as a Public Notary.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year for five (5) or more cumulative working days within two (2) consecutive pay periods will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher.

Article 9.0 Hours of Work

1. Work Week: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours, shall constitute a normal workweek for employees of the CITY covered by this agreement. A schedule other than eight (8) hours per day, five (5) days per week may be established with mutual agreement by both the affected employees and management.

The work day will include a minimum thirty (30) minute lunch period and two, fifteen (15) minute rest periods in compliance with State regulations.

Section 1 does not apply to the lifeguard employees' work week schedule.

2. Alternative 9/80 Schedule: The City and the Union will continue to study the impact and feasibility of an alternate 9/80 workweek schedule subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of program is subject to an annual review by City Council of program merits for continued consideration subject to operational and financial impacts. (See Exhibit "H")
3. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.

Lifeguards shall receive overtime only when authorized and approved to work over 40 hours in a workweek, provided, however, that leave without pay shall not be considered to be work time.

4. Overtime Compensation: This overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular established rate. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour. Pursuant to the Fair Labor Standards Act, overtime will be calculated using the regular rate of pay and will include all legally required specialty pays.

Method of compensation shall be determined by the department head. In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is 240 hours and may be carried forward from year to year.

5. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than three (3) hours at one and one half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
6. Holidays (Overtime Compensation): Employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of two (2) times the regular salary in addition to the regular salary for the number of hours worked.
7. Stand-by Pay: An employee may be required to be on “stand-by” subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:
 - a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.
8. Building inspections on closed Fridays: The position of Building Official and Building and Housing Inspector (I or II) will be required to work alternative 9/80 closed Fridays providing building inspections. These inspections will be scheduled 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.
9. Travel Time: If an employee is required to attend an out-of-town event at the request of the department head, the employee’s time spent traveling to and from the event will be counted as work time. Travel time is defined as time spent driving, or as a passenger, or time spent waiting to purchase a ticket, check baggage, or get on board. Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections will not be counted as time worked. Any travel time in excess of the normal working hours will be paid overtime if the employee works more than 40 hours in a workweek.

c. Washington’s Birthday	3 rd Monday in February
d. Cesar Chavez Day	31 st of March
e. Memorial Day	Last Monday in May
f. Independence Day	July 4
g. Labor Day	1 st Monday in September
h. Veteran’s Day	November 11
i. Thanksgiving	4 th Thursday in November
j. Friday after Thanksgiving	4 th Friday in November
k. Christmas Eve (One-full day preceding Christmas except when Christmas falls on Sunday or Monday in which case the holiday will be on the Friday preceding)	December 24
l. Christmas Day	December 25
m. New Year’s Eve (One-full day preceding New Year’s Day except when New Year’s Day falls on Sunday or Monday in which case the holiday will be on the Friday preceding)	December 31

2. Sunday Holiday: City Hall will be closed on holidays a. through m. above. When a holiday listed herein falls on a Sunday, the following Monday shall be observed as a holiday on which City Hall will be closed.
3. Saturday Holiday: When a holiday listed herein falls on a Saturday, the preceding Friday will be observed as a Holiday.
4. Floating Holidays: Employees shall receive two (2) floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year. Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. All floating holidays to be taken on days mutually agreeable to the employee and the Department head.
5. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “C” and made a part of this M.O.U.

Article 12.0 Holiday Furlough Program

1. Furlough Hours: The parties agree to a maximum 40 hour per fiscal year Holiday Work Furlough to be calculated by City prior to start of ensuing calendar year period (i.e. January 1). The Work Furlough will take effect during the otherwise normal workweek between the Hard Holidays of December 25 and January 1 only.

In classifications where staffing of positions will be necessary (as determined by City Manager) during the subject workweek, the affected employees shall have added the number of furlough hours worked.

In an effort to minimize the financial impact of the Work Furlough on employees, the employees' bi-weekly pay shall be reduced by an amount reflecting the designated Work Furlough. The adjustment will commence upon the first full pay period of the calendar year, effective January 1, 2010. The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

2. Overtime during furlough period: Employees on furlough time who are subsequently called in to work will be paid callback in accordance with SEIU MOU Article 9.0, Section 5, Call-Back Overtime. Overtime will be paid in accordance with SEIU MOU Article 9.0, Section 4, Overtime, only for overtime worked outside the employees' normal work shift.
3. Employees who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for the carryover, employees must demonstrate that they have made every effort to use their allotted furlough hours.
4. Furlough hours will be prorated for new hires, terminating employees and permanent part-time employees who have an established work schedule of 30 hours or less (3/4 time) and those temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis who want to participate in the program.
5. The City will make every effort to notify employees of furlough scheduling by August 1st. In cases where decisions relating to who within a classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
6. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
7. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough leave hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough leave hours during the furlough period. If there are not sufficient hours in the aforementioned categories, the time will be recorded as Leave Without Pay.

Article 13.0 Insurance Benefits

1. Health Insurance Flexible Benefit Plan

Effective July 1, 2011, the CITY shall increase by \$30 from \$795 to \$825 per month (\$9900 per plan year) the maximum the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month (\$10,260 per plan year), the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). Each employee who elects health insurance shall have \$16 (or the amount required by CalPERS) of the monthly amount paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections.

An EMPLOYEE who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

For July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan, may cash out as a taxable cash benefit a maximum of \$150 per month. Those EMPLOYEES who elect not to be covered under the City's Health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the EMPLOYEE as taxable income.
3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

c. FSA Administration

The City reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.
5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment
- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
- c. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

6. Seasonal Employees Benefit: The CITY shall make a good faith effort to seek a health insurance plan for seasonal employees to participate in at EMPLOYEE's expense.
7. An Insurance Committee shall be established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The City and SEIU may reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee if agreed to by both parties.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniforms

1. The CITY shall assume full cost for the rental and cleaning of uniforms when required by the Department of Public Works. CITY shall issue to all designated employees five (5) work t-shirts per year per employee at no cost to employee.
2. The CITY shall reimburse designated employees an amount not to exceed \$150.00 per employee per year for safety shoes.
3. The CITY shall issue all lifeguards the following personal wear: one (1) pair of trunks, two (2) shirts, one (1) sweatpants, one (1) hat and duck feet swim fins. Lifeguards shall be responsible for cleaning and maintenance of personal wear. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick gloves (rubber), wet suits for winter guards, and jacket. Jackets will be replaced when necessary due to normal wear and tear. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one.

CITY shall reimburse all lifeguards one (1) pair safety sunglasses not to exceed \$90.00 per year per employee subject to CITY administrative procedures.

All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel.

4. The City shall assume full costs for the purchase of uniforms for the employees in the Fire Prevention Division. Fire inspectors shall be issued three (3) pairs of pants, (3) shirts and one (1) jacket, when necessary, due to normal wear and tear. Fire inspectors shall be responsible for cleaning and maintenance of the uniforms. If the uniform is lost, stolen or abused, the fire inspector shall purchase a new one. In the first payperiod after July 1 of each year, the City will provide a \$250.00 stipend to Fire Inspectors for cleaning and maintenance of the City issued uniforms.

Article 15.0 Salaries

1. All represented employees shall receive the following stipend amount during the term of this agreement, as follows:
 - a. Miscellaneous Employees- Effective July 1, 2011, full-time employees will receive a 3% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time employees will receive a 2.5% stipend for those employed prior to July 1, 2011.

Part time employees will not receive any stipends during the term of this MOU.
 - b. Lifeguards- Effective July 1, 2011, full-time lifeguards will receive a 5.5% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time lifeguards will receive a 9.5% stipend for those employed prior to July 1, 2011.

Part time lifeguards will not receive any stipends during the term of this MOU.

Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU.
2. No cost of living salary adjustments or general salary increases shall be provided for the duration of the term of this MOU.

Article 16.0 Retirement Benefits

1. For employees hired prior to July 1, 2011:
 - Miscellaneous Employees- Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - Lifeguard Employees- Effective July 1, 2011, employees shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, employees shall pay the entire employee portion of the CalPERS retirement contribution.
2. The CITY will continue to provide the following CalPERS retirement benefit for employees hired prior to July 1, 2011:
 - a. Miscellaneous Employees- The City shall provide CalPERS 2.7% at 55 retirement.
 - b. Lifeguards- The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.
3. Full-time Employees hired on or after July 1, 2011:
 - a. Miscellaneous- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 60 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire portion of the CalPERS retirement contribution.

b. Lifeguards- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.

c. Employees hired on or after July 1, 2011, will not be allowed to convert unused sick leave to CalPERS service credit.

4. Part-time employees: All part time employees will be moved to PARS and will no longer pay into Social Security. Once implemented through December 31, 2011, employees will contribute 2.10% into PARS and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each.

Article 17.0 State Disability Insurance

The CITY shall make available State Disability Insurance coverage to those employees who elect to participate, provided that all research and preparation necessary for implementation shall be accomplished by the UNION. Payment for said plan shall be made by the individual employee at no cost to the City.

Article 18.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 19.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt said M.O.U.

Article 20.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 21.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 22.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, City may at its option require that this M.O.U. be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the UNION, the UNION may at its option require that this M.O.U. be reviewed.

It is understood that the UNION and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and UNION in an effort to promote the improvement of personnel management and employer-employee relations.

Article 23.0 Safety Program

A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop implement and maintain a City-wide safety awareness program.

Article 24.0 Smoking

No smoking is allowed in City buildings when employees are present.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job related classes or training. The CITY agrees to pay up to \$1,000 per employee per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager, effective July 1, 2001. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course.
2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as an Emergency Medical Technician. Such reimbursement shall not exceed \$400 and shall be limited to costs incurred for tuition, fees, books, and lab fees. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

Expenses for EMT certificates of renewal shall be reimbursed to Lifeguard Sergeant, Lifeguard II and Lifeguard I classifications. Reimbursement is limited to actual cost of classes, fees and books.

4. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 26.0 Employee Assistance Program

City continues to implement and fund an Employee Assistance Program for all City employees.

Article 27.0 Service Fee

I. Implementation

City of Imperial Beach shall cause the City Auditor to deduct a bi-weekly “Service fee” from the pay warrants of those employees in SEIU Local 221 – represented Bargaining Units who fail to become UNION members within thirty days of employment with the CITY or who terminate UNION membership during City employment. Such fee shall be the equivalent to a Fair Share Fee (proportionate share of the Union’s cost of legally authorized representational services) as determined yearly by a CPA. Remittance of the aggregate amount of all dues, fees and other proper deductions made from salaries of employees covered hereunder shall be made to the UNION by the CITY.

- A. UNION agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the CITY, within sixty days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by the SEIU Local 221221 President and a Certified Public Accountant.
- B. Union further agrees to hold such disputed fees in their entirety in an escrow account to be maintained at the San Diego County Credit Union, 555 Mildred Street, San Diego, California pending resolution of the dispute pursuant to the Service Fee Complaint Procedure.
- C. Hold Harmless: The UNION hereby agrees to indemnify and hold the CITY harmless from any and all liability arising out of such Service Fees pursuant to this Agreement.

II. Service Fee Complaint Procedure

- A. This Complaint Procedure shall be utilized solely to resolve disputes arising out of the deduction of Service fee by the CITY pursuant to a negotiated agreement.
 1. Issues subject to this complaint shall be limited to the following:
 - a. That a portion of the Service Fee deduction is being utilized for non-representation activities.
 - b. That the non-member is a member of a bona-fide religion, body or sect which has historically held a conscientious objections to joining or financially supporting public employee organizations.

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from

taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy
United Way
American Cancer Society
American Red Cross

City agrees to Cause Auditor to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

- B. Any non-member employee who objects to the deduction of the Service Fee by the CITY shall file a complaint with the Union. The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal, but shall clearly state the basis for the objection.
1. Any employee who objects to the deduction of the Service Fee shall forward his or her written complaint to the UNION within forty-five (45) calendar days after the fee is initially deducted.
 2. Upon receipt of the written complaint, UNION shall place the entire Service Fee Deduction into escrow pending resolution of the dispute, and shall request a list of arbitrators from the State conciliation Service or the American Arbitration Union.
- C. Informal Mediation: Notwithstanding Step B, Subsection 2, above, either the UNION or the complainant may request the services of a State Conciliation mediator in a preliminary effort to resolve the dispute prior to arbitration. Following such non-binding informal advisory mediation, if either complainant or UNION is dissatisfied, either party may request arbitration.
- D. Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the SEIU Local 221221 and the grievant or his/her representative. If the UNION and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of (5) qualified arbitrators. The UNION and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
1. Date for Complaint Hearing - - The UNION shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation process, or in the event that Mediation is not utilized, within (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the UNION will forthwith contact the complainant by certified mail indicating the date, time and place of the complaint hearing.
- E. Payments of Costs: In the event that the UNION prevails in said arbitration, the cost of arbitration shall be shared equally between the UNION and complainant. Should complainant prevail, UNION shall pay the entire cost of the arbitration.
- F. Effect of Arbitrator's Decision: The decision of the arbitrator shall be final and binding. Upon receipt of arbitrator's decision, fees being held in escrow shall be disbursed by the UNION in accordance with said decision. In the event that the UNION prevails, the CITY shall continue to deduct the service fees and to remit them to the UNION as determined by the arbitration.

Article 28.0 Labor Management Committee

The CITY and the UNION agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the UNION or his/her designee and two (2) other Employee representatives and one (1) staff representative from the UNION. In addition, the CITY shall appoint the Human Resources Manager or his /her designee and two (2) other management employees.

Meetings shall be held quarterly and additionally when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed. Release time will be provided to UNION representatives for the purpose of serving on the Committee.

It is the intention of the UNION to meet with CITY in the context of Labor Management Committee as soon as possible after the adoption of a new M.O.U., to discuss workload and staffing issues throughout the City.

Article 29.0 Term

The term of this Memorandum shall be for a two (2) year period commencing July 1, 2011, and ending June 30, 2013. All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 40 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 31.0 Actuarial

CITY agrees to provide to the UNION the actuarial from CalPERS requested via letter dated April 28, 2011, for the 3% @ 50 enhanced retirement benefit for Lifeguards.

Article 32.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Article 33.0 Other Miscellaneous Provisions

The City will add to Article IV Section 6.0 (Appointments) of the Personnel Rules as follows:

Permanent Part-time: Permanent Part-time employees must work at least 30 hours per week on a continuous basis in order to be eligible for prorated benefits.

The City will modify the first paragraph of Article VI Section Section 5.0 (Salary Adjustments) of the Personnel Rules to read:

Every employee who holds a permanent appointment to a full-time position, upon a written recommendation of the department head and approval of the City Manager, and who receives a competent or better evaluation, shall advance to the next step within the salary range for the class. The advancement will become effective on the first day of the succeeding pay period after completing 2,080 hours at the previous step with the exception of Step A. An employee in a temporary part-time position would be eligible for a step increase effective on the first day of the succeeding pay period after their hire date anniversary if they have complete 780 hours in the previous 12 months (for part-time temporary Lifeguards the anniversary date will be September 1 of each year). Part-time temporary employees will automatically be eligible for a step increase on their anniversary date every 24 months, if they have not otherwise been eligible due to the annual 780-hour requirement.

The City will clarify Article VII Section 4.0 (Vacation Leave) of the Personnel Rules to read:

- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
- (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.
 - (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.

The City will update Article VII Section 3.0 (Holidays With Pay) of the Personnel Rules to read:

Section 3 – Holidays With Pay: An eligible employee shall be entitled to the holidays set forth in the current Memorandum of Understanding.

Employees may request time off to attend religious services or other religious activities on recognized religious holidays during the year. Such time off shall be charged to the employee's accumulated vacation leave, holiday bank, or compensatory time off. If the employee has no accumulated vacation leave, holiday bank, or compensatory time off, such time off shall be without pay.

The method for compensating employees who are required to work on a holiday or whose normal day off falls on a holiday shall be given holiday bank hours to use at a time convenient to the department head and the employee. An employee may accrue a maximum of 80 hours of holiday bank time. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred.

When an employee is absent on vacation leave, holiday bank leave, sick leave or compensatory time off, a holiday immediately preceding, following, or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the following Monday will be observed as a holiday.

Classification Recognition: The positions of Building Official and Management Analyst will be considered part of mid-management (a non-represented group) and not be represented by UNION as part of the City of Imperial Beach miscellaneous employee group.

Article 34.0 Strikes and other Concerted Activities

During the term of this MOU, it is agreed that there will be no strikes, including sympathy strikes, slowdowns, concerted stoppage of work, or sickouts.

IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the __th day of September 2011.

CITY OF IMPERIAL BEACH

Gary R. Brown
City Manager

Tom Clark
Public Safety Director/Fire Chief

Linda Leichtle
Human Resources Manager

Jessica Falk Michelli
Lead Negotiator/Deputy City Attorney

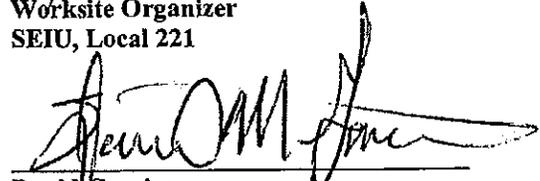
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221



Executive Director
SEIU, Local 221



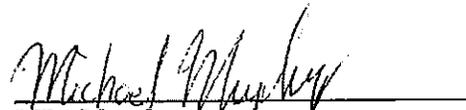
Mike S. O'Connor
Worksite Organizer
SEIU, Local 221



David Garcias
SEIU President



Jack Cellano
SEIU Employee Representative



Mike Murphy
SEIU Employee Representative

Art Ayala
SEIU Employee Representative

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

The purpose and objective of this grievance procedure is to provide a just and equitable method for the resolving of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution:

Section 2 – Definitions

For the purpose of this grievance procedure, the following definitions apply:

- (a) Employee Representative: An individual who appears on behalf of the employee.
- (b) Grievance: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the Personnel Rules or other written rules or regulations for which no other specific method of review is provided in City rules.
- (c) Grievant: An employee or group of employees in the competitive service adversely affected by an act or omission of the City.

Section 3 – Grievance Procedure Exclusions

A grievance is not reviewable under this procedure if it requires modification of a policy established by law or is a matter which is reviewable under some other administrative procedure or Personnel Rule. The following are not grievable:

- (a) Applications for changes in title, job classification, or salary.
- (b) Appeals from formal disciplinary proceedings.
- (c) Appeals arising out of merit system examinations or appointment.
- (d) Appeals from work performance evaluations.
- (e) Complaints arising from the City's health insurance plan.

Section 4 - Specifics of the Grievance:

I. Procedure for Presentation:

In presenting a grievance, the employee shall set forth the following information:

- (a) The specific section of the rules allegedly violated.
- (b) The specific act or omission which gave rise to the alleged violation.
- (a) The date or dates on which the violation occurred.
- (b) The documents, witnesses, or other evidence that supports your position.
- (c) The remedy requested.

2. Prescribed Form:

The written grievance shall be submitted on a form provided by the City.

3. Employee Representative:

The employee may choose a representative at any step in the procedure. No person hearing a grievance need recognize more than two representatives for any employee at any one time, unless desired.

4. Handled During Working Hours:

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. A grievance shall be presented and processed on City time. This requirement may be waived by mutual agreement. In scheduling the time, place, and duration of any grievance meeting, the employee, the employee's representative, and management shall give due consideration of all the participants' responsibilities in the essential operations of the department.

5. Extension or Waiver of Time:

Any higher level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

6. Consolidation of Grievances:

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

Section 5 - Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- (a) Grievance to Supervisor: Whenever an employee believes a grievance exists, the employee must discuss the matter informally with the supervisor within twenty (20) working days of the incident on which the grievance is based, occurred, or within twenty (20) working days of the date the employee knows or is shown to have known of the incident. If, after this discussion, the grieving party does not believe the problem has been satisfactorily resolved, within ten (10) working days of the initial meeting, a written grievance may be filed.

- (b) Grievance to Department Head: If the employee and the supervisor cannot reach an agreement as to the grievance or the employee has not received a written decision within five (5) working days, the employee may, within five (5) working days, present the grievance in writing to the department head. The department head shall review the grievance and give a written decision to the employee within five (5) working days after receiving the grievance.
- (c) Grievance to City Manager: If the employee and the department head cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within ten (10) working days, present his grievance in writing to the City Manager. The City Manager shall review the grievance and give a written decision to the employee within ten (10) working days after receiving the grievance.
- (d) Appeal to Personnel Board: If the employee and the City Manager cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within *ten (10)* working days, appeal to the Personnel Board. The rules for the hearing are set forth in Article IX, Section 7, except that the grievant shall have the burden of proof and the order of presentation shall be the reverse, that is the grievant shall present a case first, followed by the City.

Exhibit "B"

ARTICLE IX -DISCIPLINARY PROCEDURE

Section 1 Kinds of Disciplinary Actions

The desirable first step in modifying or changing undesirable employee work performance, action or behavior whenever possible, is to counsel orally an employee on the areas that need to be improved, changed, or stopped and to provide clear guidance on what the work-related expectations are. However, when this is not successful in changing the undesirable performance, act, or behavior, or the undesirable performance, act, or behavior is of such a nature that it warrants a higher level of intervention action, a permanent employee of the City in the Competitive Service may be disciplined or removed from employment for cause by the appointing authority.

Kinds of disciplinary action may include the following:

- (a) Discharge or dismissal;
- (b) Demotion;
- (c) Suspension without pay;
- (d) Reduction in pay, either one or more steps within the salary range permanently or for a fixed period of time;
- (e) Written reprimand;

Section 2 Cause for Disciplinary Action

Any of the following shall be deemed sufficient cause for disciplinary action against any employee with permanent status in the Competitive Service. Charges may be based on causes other than those enumerated, if the action is deemed, by the City Manager or designee, to have a potential detrimental affect to work-related conditions, work-related environment, work-related performance, and/or to the City and its citizens:

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;

- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;
- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;

- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 Written Reprimand

Written Reprimand of substandard performance or misconduct may be given to an employee at any time an employee's performance or actions warrants it. The employee may submit a written response to the reprimand within ten (10) days of its receipt. A written reprimand and response, if any, will be placed in the employee's Personnel file. The employee has no right to appeal a reprimand.

Section 4 Notice of Intent

Whenever the department head intends to suspend an employee, demote an employee, reduce an employee in pay, or discharge the employee, the department head shall give the employee a written notice of discipline which sets forth the following:

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) A copy of all written materials, reports, or documents upon which the discipline is based;
- (e) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;

- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 Response by Employee

The employee shall have the right to respond to the City Manager, or impartial designee, orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or discharge, the employee's response will be considered before final action is taken.

Section 6 Final Notice

After the response or the expiration of the employee's time to respond to the notice of intent, the City Manager, or impartial designee, shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action based;
- (d) A factual summary of the based; upon which the charges disciplinary documents upon which written materials, reports, based; action the Personnel appeal employee's right

Section 7 Appeal Hearing

The appeal procedure shall apply only to cases of disciplinary suspensions, reductions in pay, demotion, and discharges affecting permanent employees within the competitive service.

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless goof cause for the failure is

shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

- (a) An admission or denial of each charge, with an explanation why the charge admitted or denied.
- (b) A statement that the employee disagrees with the penalty, with an explanation of the employee's position.
- (c) The employee's current address.
- (d) A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Manager shall schedule a hearing before the Personnel Board. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Personnel Board is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Board only for good cause. The Personnel Department will prepare subpoenas for all witnesses; however, they will only serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the city to submit the names of current city employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Personnel Board in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor to use any exhibit not provided pursuant to this section unless that party can show the prior need for such witness or such exhibit could not reasonably have been anticipated.

5. Submission to the Personnel Board

Five (5) working days prior to the date of the hearing, the Personnel Department shall present each member of the Personnel Board with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action, and any response from the employee to these documents. The Board shall be provided with copies of the exhibits at the hearing.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of the Board, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court report, the cost will be split equally. If the Board requests the court reporter, the City shall pay the cost of the reporter.

b. Employee Witness Compensation

Employees of the City who are subpoenaed to testify during working hours will be released and compensated while appearing at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they are required to be on call, if required, and actually testify, unless the City agrees to a different arrangement.

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

In a disciplinary appeal, the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. The Board will determine whether good cause exists and will grant or deny the request accordingly.

10. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will ask witnesses to raise their right hands and respond to the following:

"Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"

11. Presentation of the Case

The hearing shall proceed in the following order, unless the Personnel Board directs otherwise:

- a. The City shall be permitted to make an opening statement.
- b. The employee or representative shall be permitted to make an opening statement, or reserve an opening statement, until presentation of the case.
- c. The City shall produce its evidence.
- d. The employee may then offer evidence.
- e. The City followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted. The party with the burden of proof shall have the right to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After such a request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

The department and the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily, or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the parties shall continue with the presentation of their cases.

13. Right to Control Proceedings

While the parties are generally free to present their cases in the order that they prefer, the Chair reserves the right to control the proceedings, including but not limited to altering the order of witnesses, limiting redundant or irrelevant testimony, or directly questioning witnesses.

14. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board.

15. Deliberation Upon the Case

The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later, fixed date and time.

16. Written Findings and Decision

The Personnel Board shall render its findings and decision as soon after the conclusion of the hearing as possible, but not later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Board on each material issue.

The Personnel Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject, or modify the disciplinary action invoked against the employee. If the Board reinstates the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

The City Council sits as the Personnel Board.

17. Judicial Review

Judicial review of any final decision by the City Council may be had under Section 1.18.010 of the Imperial Beach Municipal Code.

Section 8 - Failure of Employee to Appear at Hearing

Failure of the employee to appear at the hearing, without just cause, shall be deemed a withdrawal of the appeal and the action of the City Manager shall be final.

Section 9 - Releasing of Information

No information will be released relative to disciplinary action against municipal employees without prior approval of the City Manager.

Exhibit "C"

City of Imperial Beach - Personnel Rules (New version to be updated in Personnel Rules per MOU)

Article VII – Leaves of Absence Section 4 - Vacation Leave

The purpose of annual vacation leave is to enable each eligible employee to return to work mentally refreshed

- (a) Waiting Period: All employees in the Competitive Service shall be entitled to use annual vacation leave with pay following the successful completion of his/her probationary period. However, an employee who is still in their probationary status may, after at least six months of service and with at least a satisfactory job performance rating, request vacation leave or compensatory leave if the employee has accrued compensatory leave, with the approval of the department head or designee. Additionally, a new employee who has not successfully completed his/her probationary period will be allowed to take, with the approval of the department head or designee, any Floating Holiday time off that they have accrued during their probationary period.
- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
 - (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.

- (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.
- (c) When to be Taken. Vacation schedules shall be set by the department head or designee with regard to the needs of the service and, as far as possible, with the wishes of the employee. Vacation shall not be deemed authorized until the employee's eligibility is verified by the City Manager or designee. If the employee cannot take part or all of his/her annual vacation in a calendar year, vacation shall be taken during the following calendar year.
- (d) How it May Be Taken: An eligible employee may take earned vacation leave in any increment of one (1) hour or more with the consent of the department head and the approval of the City Manager or designee.
- (e) Vacation Accumulation: As of January 1st of each year, the maximum vacation balance of an employee shall be no more than twice his/her annual vacation accrual. If an employee has accumulated two years worth of vacation leave during the calendar year, the maximum amount of leave can be no more than two years worth on January 1st, or the employee will cease to accrue any additional vacation leave until the amount of vacation leave is brought to the (two) 2 year maximum of vacation leave. Exception: If an employee was administratively precluded from taking excess vacation by management cancellation of an approved scheduled vacation or the employee was administratively precluded from taking excess vacation by denial of a primary and at least two (2) alternate requests for vacation leave requested by the employee at least ninety (90) days prior to January 1, there will be a grace period provided to the employee as follows: The employee shall continue to accrue their vacation leave and will not lose any excess vacation accrual and will be allowed to use the excess leave during the next three (3) month period, January 1 – March 31. If for any reason, management does not allow the employee to use their excess vacation accrual during this three (3) month period of time, the employee will be granted additional three (3) month period(s) of time, until at which time, the employee is allowed to utilize his/her excess vacation leave accrual.
- (f) Vacation Pay at Termination: Upon separation from services for any cause, an eligible employee who has completed at least one (1) year of active service shall be entitled to pay for the number of accumulated vacation days. A lump sum payment will be made as part of final paycheck. Vacation pay shall be at the employee's current rate of pay.

- (g) Part-Time Employees: Temporary part-time employees shall not be eligible for vacation leave. Permanent part-time employees working more than twenty (20) hours a week are entitled to prorated vacation.
- (h) Military Leave: An employee who interrupts City employment because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective, if requested by the employee. This is governed by all applicable state and federal laws.
- (i) Double Compensation Prohibited: Employees shall not work for the City during their vacations.

EXHIBIT D

SEIU Recognition of Miscellaneous Service Classifications – FY 11-12 & 12-13

**Please see Resolution 2011-7088 with exhibits on
the City of Imperial Beach Council Agenda for
October 5, 2011**

EXHIBIT E

**City's Salary & Compensation Plan,
Effective July 1, 2011**

**Please see Resolution 2011-7088 with exhibits on
the City of Imperial Beach Council Agenda for
October 5, 2011**



CITY OF IMPERIAL BEACH
MISCELLANEOUS UNIT

Flexible Benefit Plan
1/1/2012 to 12/31/2012 Election Form

Employee _____ Social Security Number _____

Address _____

The City of Imperial Beach Flexible Benefit Plan will provide a credit in the amount of \$9,900 per plan year that can be used for the purchase of qualified benefits or received as a taxable cash benefit under certain circumstances. The credit is available to plan participants in equal amounts on a monthly basis. Employees can make an elective contribution if the Flexible Benefit Plan Election total exceeds the Flexible Benefit Plan Credit. Employees and Dependents do not have to be enrolled for medical, dental or vision coverage to participate in the Health Care Spending Account. Dependents do not have to be enrolled in medical coverage to participate in the dental or vision plans.

	Total Monthly
Medical () _____ Code Plan Name	
Dental () _____ Code Plan Name	<i>Single employee coverage is required if medical insurance is elected.</i>
Vision () _____ Code Vision Plan of America Plan Name	
Dependent Care Spending Account <i>Maximum election is \$5,000 per calendar year, or \$416.67 monthly</i>	
Health Care Spending Account <i>Maximum election is \$1,040 for the plan year, or \$86.67 monthly</i>	
Total Flexible Benefit Plan Election	
Taxable Flexible Benefit Plan Credit (Maximum In-Lieu)	<\$400.00>
Flexible Benefit Plan Credit	<\$875.00>
PRE-TAX CONTRIBUTION (Election is more than Credit)	
TAXABLE CASH BENEFIT (Credit is more than Election)	

Authorization Required (See Reverse Side)

ELECTION AUTHORIZATION

I understand that my election as a participant in the City of Imperial Beach Flexible Benefit Plan cannot be changed during the plan year unless I have a change in the status of my family. These are defined under IRS regulations and the City of Imperial Beach Flexible Benefit Plan as circumstances such as, but not limited to, death, divorce, birth of a child, marriage, or change in spouse's employment. I also understand that any contribution I am required to make for coverages that I have elected will be taken from my earnings prior to the deduction of qualified payroll taxes.

Additionally, I understand that if I change my election or cease to be a participant in the City of Imperial Beach Flexible Benefit Plan, and have received reimbursements from the Health Care Reimbursement Account that exceed my year-to-date deposit (leaving my account in a deficit position), I will be asked to reimburse the City of Imperial Beach Flexible Benefit Plan for the amount of the deficit.

Employee Signature

Date

WAIVER OF COVERAGE

I hereby certify that I have been given the opportunity to elect group insurance benefits that are available to me through the City of Imperial Beach Flexible Benefit Plan. After careful consideration, I have decided **not** to enroll in the following coverage(s) through the Flexible Benefit Plan. I understand that I am required to show proof of other coverage if I am waiving medical insurance for myself.

<input type="checkbox"/> Employee Medical <input type="checkbox"/> Employee and Dependent Medical	<input type="checkbox"/> Spouse Medical <input type="checkbox"/> Child(ren) Medical <input type="checkbox"/> Family Medical
<input type="checkbox"/> Employee Dental <input type="checkbox"/> Employee and Dependent Dental	<input type="checkbox"/> Spouse Dental <input type="checkbox"/> Child(ren) Dental <input type="checkbox"/> Family Dental
<input type="checkbox"/> Employee Vision <input type="checkbox"/> Employee and Dependent Vision	<input type="checkbox"/> Spouse Vision <input type="checkbox"/> Child(ren) Vision <input type="checkbox"/> Family Vision
<input type="checkbox"/> Health Care Reimbursement Account	<input type="checkbox"/> Dependent Care Reimbursement Account

It is my understanding that in the event that I desire such coverage(s) hereafter, I may not be able to enroll until the next plan year.

Participant Signature

Date

CITY OF IMPERIAL BEACH

MEDICAL PLANS	MONTHLY RATES JANUARY 1, 2012
BLUE SHIELD	
3041 Single Employee	583.60
3042 Employee with One Dependent	1,167.20
3043 Employee with Multiple Dependents	1,517.36
BLUE SHIELD NET VALUE	
0641 Single Employee	501.93
0642 Employee with One Dependent	1,003.86
0643 Employee with Multiple Dependents	1,305.02
KAISER	
3081 Single Employee	512.76
3082 Employee with One Dependent	1,025.52
3083 Employee with Multiple Dependents	1,333.18
PERS SELECT	
0821 Single Employee	446.68
0822 Employee with One Dependent	893.36
0823 Employee with Multiple Dependents	1,161.37
PERS CHOICE	
3231 Single Employee	526.19
3232 Employee with One Dependent	1,052.38
3233 Employee with Multiple Dependents	1,368.09
PERS CARE	
3281 Single Employee	943.26
3282 Employee with One Dependent	1,886.52
3283 Employee with Multiple Dependents	2,452.48

DENTAL PLAN <i>(Single Employee coverage is required if Medical insurance is elected)</i>	MONTHLY RATES JANUARY 1, 2012
DENTAL HMO PLAN	
11 Single Employee	20.26
12 Employee with One Dependent	36.53
13 Employee with Multiple Dependents	52.89
TRADITIONAL PPO PLAN	
21 Single Employee	37.61
22 Employee with One Dependent	68.14
23 Employee with Multiple Dependents	107.99

VISION PLANS	MONTHLY RATES JANUARY 1, 2012
VISION PLAN OF AMERICA	
31 Single Employee	9.73
32 Employee with One Dependent	18.84
33 Employee with Multiple Dependents	25.13

EXHIBIT "G"
City Manager Memorandum Stand-By Pay Authorization

**City of Imperial Beach
City Manager**

Memo

To: Department Directors and Supervisors
From: Marcia Raskin, Interim Assistant City Manager
Date: 8/10/2009
Re: STAND-BY PAY PROCEDURES AND AUTHORIZATION

On, July 1, 2001, the City Manager authorized changes to stand-by procedures and gave authorization to designated represented classifications assigned to the Miscellaneous Classified Service employee labor group.

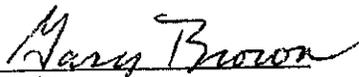
Procedure and Compensation:

Pursuant to Article 9.0 of the SEIU MOU, stand-by pay authorization for designated employees shall be subject to Department Director recommendation and City Manager approval. An employee may be required to be on "stand-by" subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by shall have a communication device (i.e. cell phone, pager, radio, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates:

- a. For a normal workday stand-by shift, pay shall be two (2) hours per day.
- b. For a normal weekend stand-by shift (Saturday and Sunday), pay shall be three (3) hours per day.
- c. For a holiday stand-by shift observed in accordance with an SEIU M.O.U. pay shall be four (4) hours per day.

Should you have any questions regarding this procedure, please contact Linda Leichtle at 423-8617.

City Manager Authorization:


Gary Brown
City Manager

Date: 8/10/09

cc: Finance Director
SEIU MOU Exhibit G

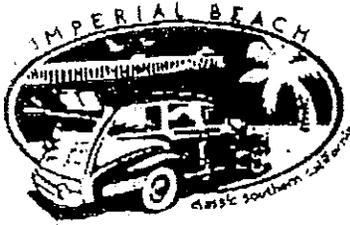


EXHIBIT H

**SIDE LETTER TO
MEMORANDUM OF UNDERSTANDING
BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 2028, AFL-CIO AND THE CITY OF IMPERIAL BEACH**

ARTICLE 9.0 Hours of Work
Subpart 2.0

ALTERNATIVE 9/80 WORK SCHEDULE

Effective March 8, 2001, subject to vote of Union membership and adoption of Reso. No. 2001-5384 by the City Council on February 7, 2001, the CITY shall execute an administrative policy for implementation of an alternative 9/80 work schedule for affected Miscellaneous Classified Service employees in designated City operations and facilities. Although the administrative policy is as specific as possible, the City and SEIU, Local 2028, AFL-CIO understand that there are aspects of such a work schedule that cannot be fully anticipated, and that the parties may need to meet and discuss specifics as they arise. Ongoing implementation of program is also subject to an effective public education campaign and an annual review of program for continued consideration subject to operational and financial impacts.

Payroll implementation of the alternative 9/80 work schedule may cause a one-time impact to work schedules and a change to employee pay dates for City employees in the Miscellaneous Classified Service to ensure timely payroll processing and compliance with the FLSA 40-hour workweek. Affected City employees will be eligible to choose appropriate level of compensation of one (1) nine-hour floating holiday, or nine (9) hours of compensation or comp time to be used prior to June 30, 2001.

Certification:



Barry Johnson, City Manager

DATE

3/7/01



Mary Grillo, Executive Director
SEIU, Local 2028, AFL-CIO

DATE

3/7/01

RESOLUTION NO. 2001-5384

A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY BOARD OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AN ALTERNATIVE 9/80 WORK SCHEDULE - CITYWIDE ENERGY AND COST REDUCTION MEASURE

WHEREAS, California faces unprecedented energy challenges and severe electricity shortages; and

WHEREAS, the City of Imperial Beach has already implemented energy curtailment strategies endorsed by the League of California Cities, as appropriate, and will continue to formalize further protocols and energy reduction programs to meet the Governor's 7% energy conservation goal; and

WHEREAS, the employee labor association representing the Miscellaneous Classified Service has previously desired and communicated with City staff the implementation of an alternative 9/80 work schedule in previous labor negotiations; and

WHEREAS, the City further acknowledges the benefits of an alternative 9/80 work schedule as an energy and cost reduction measure to curtail energy consumption, reduce City's general fund expenditures, and stabilize future expenditures to meet limited projected revenues; and

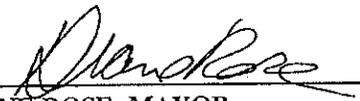
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach, Hereby authorizes the City Manager to implement the feasibility of an alternative 9/80 work schedule in applicable City Departments as a City-wide energy and cost reduction measure in all City facilities; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to seek approval by the Miscellaneous Classified Service Employee Association (I.e. SEIU, Local 2028, AFL-CIO); and

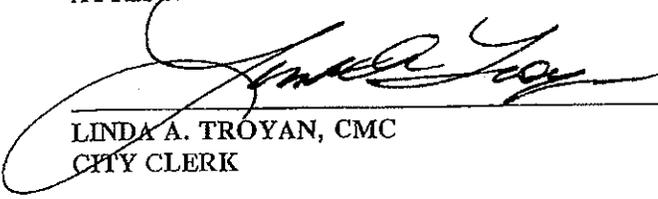
BE IT FURTHER RESOLVED, that the City Manager is authorized to execute an administrative policy for implementation in the next 30-45 days, with a public education campaign on extended City service hours.

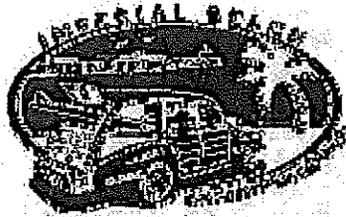
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 7th day of February 2001, by the following roll call vote:

AYES: ROSE, BENDA, WINTER, ROGERS, McCOY
NOES: NONE
ABSENT: NONE


DIANE ROSE, MAYOR

ATTEST:


LINDA A. TROYAN, CMC
CITY CLERK



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) Local 4692
845 Imperial Beach Boulevard
Imperial Beach, CA. 91932

TERM:

July 1, 2011 – June 30, 2013

FINAL

* * * * *

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	4
Article 1.0	Management Rights	4
Article 2.0	Employee Rights.	4
Article 3.0	Responsibilities of the IBFA.	5
Article 4.0	Unfair Employee Relations Practices	5
Article 5.0	Grievance Procedure.	6
Article 6.0	Discharge of Other Disciplinary Action.	6
Article 7.0	General Provisions	6
Article 8.0	Out of Classification Pay.	7
Article 9.0	Hours of Work.	7
Article 10.0	Sick Leave	9
Article 11.0	Holiday and Vacation Benefits.	10
Article 12.0	Educational Benefits	11
Article 13.0	Insurance Benefits	11
Article 14.0	Uniform Replacement Allowance.	14
Article 15.0	Physical Examination	14
Article 16.0	Prevailing Benefits	14
Article 17.0	Service to the Public	15
Article 18.0	Term	15
Article 19.0	Salaries	15
Article 20.0	Retirement Benefits	15
Article 21.0	Recognition	16

**TABLE OF CONTENTS
(Continued)**

<u>ARTICLE</u>		<u>PAGE</u>
Article 22.0	Payroll Deduction of Dues	16
Article 23.0	Rules and Regulations	16
Article 24.0	Re-negotiation	17
Article 25.0	Implementation	17
Article 26.0	Emergency	17
Article 27.0	Smoke Free Work Environment	17
Article 28.0	Employee Assistance Program	18
Article 29.0	Savings Clause	18
Article 30.0	Agreement Review	18
Article 31.0	Catastrophic Leave	18
Article 32.0	Re-opener Provisions	18
Article 33.0	Miscellaneous Provisions	19
Article 34.0	Personal Appearance	19
Article 35.0	Paramedic Specialty Pay	19
Article 36.0	Minimum Staffing	19

Exhibits:

- Exhibit "A" Article X – Grievance Procedure
- Exhibit "B" Article IX – Discipline Procedure
- Exhibit "C" City Salary & Compensation Plan

Preamble

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association Local 4692 have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as "M.O.U" is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties. This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the Imperial Beach Firefighters' Association Local 4692 hereinafter referred to as "ASSOCIATION", and it supersedes all prior agreements, commitments, and practices. This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2011 through June 30, 2013.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the "CITY" has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized ASSOCIATION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the ASSOCIATION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The ASSOCIATION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The ASSOCIATION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

Article 4.0 Unfair Employee Relations Practices

- 1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
- 2. It is agreed that it shall be an unfair employee relations practice for the ASSOCIATION, its representatives, or members:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.

- c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the ASSOCIATION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The City shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit "A" and made part of this M.O.U.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Discipline Procedure of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit " B" and made part of this M.O.U.

Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the twelve (12) month probationary period. Such discharge shall not be subject to the Article X - Grievance Procedure or to Article IX - Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the ASSOCIATION by reason of age, sex, creed, color, national origin, ASSOCIATION membership or non-ASSOCIATION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in agreed places for the use of unions in posting appropriate union notices and announcements of union meetings, elections, and social activities.
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Human Resources Manager or designee. Access shall be scheduled at the convenience of the employee and Human Resources Manager or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the

employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.

6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on City time.
8. Quarterly Meetings: That supervisory personnel (Fire Captains) with reasonable advance notice, shall be required to attend quarterly Fire Department regular meetings. This will be compensated time considered necessary and required for departmental training and operational readiness.
9. Association Business: The CITY agrees to provide time off with pay for representatives of the ASSOCIATION when such representatives are meeting with the CITY on matters within the scope of representation.
10. Direct Deposit: All current and new employees shall sign up for direct deposit.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year will at the next appropriate bi-weekly payroll period be paid for these shifts at the salary schedule for the higher classification that is the lowest step that is at least 5.0% (five percent) higher than current salary. It is understood that only one Fire Engineer or Engineer/Paramedic and one Captain or Captain/Paramedic will serve each shift.

Article 9.0 Hours of Work

1. Work Week: Fifty-six (56) hours shall constitute a normal workweek. Twenty-four (24) hours shall constitute a normal shift for shift personnel. In special situations, with the mutual agreement of the employee and management, different hours of work may be scheduled.
2. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department. This overtime shall be compensated by cash payment at one and one-half times the regular established rate. The smallest unit of time to be used computing overtime shall be one-quarter (1/4) hour.
3. Fair Labor Standard Act (FLSA) Wages: FLSA overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) and paid for all hours worked over 182 hours in the City's twenty-four (24) day work cycle. EMPLOYEES shall be compensated one-half time at 5.85 hours per pay period to meet the minimum requirements in accordance with FLSA standards.

EMPLOYEES shall be entitled to overtime pay for holiday or vacation, leave of absence in lieu of disability (Labor Code §4850 – time), disability, jury duty or military leave. When an EMPLOYEE has used sick leave, the time off shall be counted as hours worked for purposes of overtime, provided however, that the sick leave charge does not exceed ten (10) hours per 24-day work cycle of sick leave usage. Overtime compensation will NOT be granted or counted as hours worked for purposes of overtime for EMPLOYEES on a modified work schedule (40 hours workweek, 8 hours per day).

4. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56 hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Salary Increases: Salary increases that are based on a known date such as longevity pay and step increases shall be paid from the first day of the pay period in which the anniversary occurs.
6. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5.0% (five percent) higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher than the highest step of the pay range of the classification to which they are being promoted.
7. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the per mileage fee set by the CITY.
8. Overtime for work in a lower classification will be paid at the top step rate for the position being filled. This will not apply to force-backs. Example- a Captain filling an Engineer's position will be paid 1.5 pay for hours worked at the Engineer's top step rate. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed paramedic. Engineers/Paramedics working as Firefighter/Paramedics will be paid at the Firefighter/Paramedic top step rate.
9. Work Hours: When not engaged in emergency activity, the Daily Shift Schedule will be as follows:
 - o Morning Work Period- 0730-1100 hours
 - o 1 Hour Lunch Break between 1100-1300 hours
 - o Afternoon Work Period from 1300-1700hours
 - o Work to be performed during the Daily Shift Schedule will include but not be limited to: Station and Apparatus Maintenance; Fire Operations and EMS Training; Pre-Fire Planning; Fire Prevention Inspections which include Residential and Commercial Rentals, Commercial Properties, Weed Abatement and Alley Inspections; Parking Citations on the street and private property while in the course of normal outside activities (red curb, disabled parking, hydrant); Community Education Programs; City CPR Instructor/Trainer, and other duties as assigned.

Employees may begin their physical fitness program at 0730 provided that they are available to respond, if necessary, and as long as the employee finishes the workout, showers and is in uniform by 0930. Captains are responsible for ensuring that their crews utilize this time for working out. Otherwise, all physical training will be performed after the end of the afternoon work period. Employees may begin their physical fitness program at 1630 if they are unable to workout in the morning.

There will be one designated CPR Instructor/Trainer on each shift.

In the event of operational needs, this section can be modified at any time at the direction of the Fire Chief to meet the needs of the City.

The Fire Department Policy and Procedures Manual will be updated to comply with this section.

Article 10.0 Sick Leave

It is agreed that sick leave for each probationary and regular employee in the CITY service is subject to Imperial Beach Personnel Rules Article VII Section 5 and to the following provisions authorized as follows:

1. Sick Leave Accrual:

a. Employees hire prior to July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1400 hours may be accumulated.

b. Employees hired on or after July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1120 hours may be accumulated.

2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:

a. Actual personal sickness or disability;

b. Medical or dental treatment; or

c. In case of emergency illness, including contagious disease, or injury in the immediate family.

3. Sick Leave Payoff:

a. Employees hired prior to July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,400 hours. Upon separation in good standing after five (5) years of completed City service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no more than 560 accrued sick leave hours. Upon retirement from CITY service, regular employees shall receive cash payment for 50 percent of their accrued hours of sick leave to a maximum of 700 hours. . Upon the death of a regular employee his/her beneficiary shall receive a sick leave cash payment for no more than 700 accrued sick leave hours.

b. Employees hired on or after July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1120 hours. Upon separation in good standing after five (5) years of completed City service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no

more than 560 accrued sick leave hours. Unused sick leave cannot be converted to CalPERS service credit.

4. Sick Leave Modification: Should a shorter workweek be mandated during the life of this agreement, sick leave accrual rates will be adjusted to:

$$\frac{\text{Firefighter's workweek} \times 100 \text{ hours per year}}{40}$$

and 1, 2, and 3 above will be adjusted accordingly.

5. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the hourly rate paid the employee when each hour was earned. For computation of separation, employees will have oldest sick leave deducted first when used.

Article 11.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that twelve (12) regular holidays at 11.2 hours each and two (2) floating holidays at 12 hours each shall be granted to each probationary and regular sworn fire employee that works a shift in the CITY service to these provisions shall be authorized.

For probationary fire employees that work a shift, an allowance of two (2) twelve (12) hour floating holiday time periods will be credited to their holiday account in proportion to the months remaining in the fiscal year at the time of employment, i.e.,

$$\frac{24 \text{ hours} \times \text{months remaining}}{12}$$

For example, an employee hired in October would receive:

$$\frac{24 \times 9}{12} = 18 \text{ hours of floating Holiday Time}$$

2. FLOATING HOLIDAYS: Employees shall receive two (2) twelve (12) hour floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year.
3. REGULAR HOLIDAY CREDIT: Sworn fire employees who are shift workers will receive a guaranteed twelve (12) regular holiday credits at 11.2 hours each per holiday for a total of 134.4 hours per year.

$$\frac{8 \times 56 (\text{Firefighters workweek})}{40} = 11.2 \text{ hours}$$

These 12 holidays will be credited to each employee's vacation time in accordance with the following schedule, based on years of continuous service:

$$0 - 5 \text{ yrs of service: } \frac{96 \times \text{Firefighter's workweek}}{40} + 134.4 \text{ hours}$$

greater than 5 to 15 yrs of service: $\frac{120 \times \text{Firefighter's workweek}}{40} + 134.4$ hours

greater than 15 yrs of service: $\frac{160 \times \text{Firefighter's workweek}}{40} + 134.4$ hours

4. VACATION ACCRUAL: Vacation will accrue as outlined in Article VII Section 4 (e) of the City of Imperial Beach Personnel Rules.
5. VACATION TIME-SELLING: Firefighter personnel have the option to sell back accumulated vacation or holiday time at a maximum of two (2) weeks per fiscal year at the previous contract rate. A minimum of two (2) weeks must remain available as of assessment date. The request for sell back payment date is to be coordinated with the maximum balance assessment date.

Article 12.0 Educational Benefits

1. The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain or maintain a job related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the department head. The CITY agrees to budget for \$1,000 per employee per year for fees and/or tuition for such firefighting classes, seminars, etc. The program will allow individuals to exceed \$1000 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job related degree or certificate, provided that the department head pre-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$1000 in reimbursements. All classes would require prior approval of the department head for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual with a grade of "B" or better, or successful completion of courses that do not assign grades.
2. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 13.0 Insurance Benefits

1. Heath Insurance Flexible Benefit Plan

Effective July 1, 2011, the CITY shall increase by \$50, from \$775 to \$825 per month (\$9900 per plan year) the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month, the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Employees may not cash out as a taxable cash benefit the above stated increases.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). The City shall pay the mandatory minimum employer contribution to retiree health lawfully required by CalPERS.

An EMPLOYEE who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

From July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan may cash out as a taxable cash benefit a maximum of \$775 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental coverage insurance. (i.e. spouse or independent insurance coverage).

Employees hired on or after July 1, 2011 who elect not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$150 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse or independent insurance coverage).

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, and dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE as taxable income.

3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

c. FSA Administration

The City reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment
- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
- c. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

6. An Insurance Committee shall be established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The City and the Firefighters agree to reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniform Replacement Allowance

The uniform allowance will remain as status quo for July 1, 2011 through June 30, 2012. The parties agree to reopen negotiations during the term of the MOU for changes to Article 14.0- Uniform Replacement Allowance.

Existing employees will receive a uniform maintenance allowance in the amount of \$600 per fiscal year on a separate check. For new firefighter employees, the City will purchase two pair of nomex uniform shirts and two pair of nomex uniform pants. Beginning January 1, 2006 only nomex uniforms will be permitted.

Article 15.0 Physical Examinations

1. The CITY will provide comprehensive physical examinations bi-annually for all firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. New employees must provide a CPAT certificate six months prior to date of hire.
3. If sufficient funds are available, employees are required to participate bi-annually in all portions of the Wellness Program at San Diego Sports Medicine. If the funds are available, but the employee elects not to participate in the complete Wellness Program, the employee must annually submit a CPAT certificate.

If sufficient funds are not available for the employees to participate in all portions of the Wellness Program at San Diego Sports Medicine, the City will continue to provide the current level of physical examinations that are provided through San Diego Sports Medicine.

All employees will attend San Diego Sports Medicine activities during a scheduled or assigned shift.

In keeping with the intent of the Fire Service Joint Labor Management Wellness-Fitness Initiative, participation in the complete wellness program shall be non-punitive.

Article 16.0 Prevailing Benefits

All benefits, privileges and working conditions within the scope of representation which are not included in this agreement shall continue during the term of this agreement unless modified as a result of meeting and conferring between the parties as required by State Law.

Article 17.0 Service to the Public

The Imperial Beach Firefighters' Association will actively assist in and encourage improved service to the citizens of Imperial Beach and the ASSOCIATION members will at all times provide helpful and courteous service to the citizens of Imperial Beach.

Article 18.0 Term

The term of this M.O.U. shall be for a two (2) year period commencing July 1, 2011, and ending June 30, 2013, All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2013.

Article 19.0 Salaries

1. Salary – There shall be no salary increase or cost of living adjustments for the duration of the term of this MOU.

2. Stipend –

Effective July 1, 2011, employees will receive a 4 % stipend for those employed prior to July 1, 2011. These stipends will not be considered compensation in regards to PERS.

Effective July 1, 2012, employees will receive a 4% stipend for those employed prior to July 1, 2011. These stipends will not be considered compensation in regards to PERS.

Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU.

Article 20.0 Retirement Benefits

1. For employees hired prior to July 1, 2011:

Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.

2. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the CalPERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of City's financial condition. Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees hired prior to July 1, 2011.

3. CalPERS Retirement Formula:

a. Employees hired prior to July 1, 2011-The City will continue the 3% @ 50 service retirement benefit for fire public safety members.

- b. Employees hired on or after July 1, 2011- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution. Employees hired on or after July 1, 2011, will not be allowed to convert unused sick leave to CalPERS service credit. Because the City will not be paying the employee portion of the CalPERS contribution, the EPMC will not be reported to CalPERS, and will not be included in an employee's final compensation.
4. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.
5. Part-time employees: All part time employees will be moved to PARS and will no longer pay into social security.

Article 21.0 Recognition

The CITY recognizes that the Association is the sole and exclusive bargaining agent and representative for the classification which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. These classifications are:

1. Fire Captain
2. Fire Captain/Paramedic
3. Engineer/Paramedic
4. Fire Engineer
5. Firefighter/Paramedic
6. Firefighter
7. Firefighter/EMT (part-time/Seasonal)
8. Firefighter/Paramedic Recruit

Once the two Captains who have not held the rated position of Engineer retire or leave City employment, the classification of Firefighter will be eliminated.

Article 22.0 Payroll Deduction of Dues

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the designated representative of the Association from the pay of those employees who individually request in writing that such deductions are made. The total amount of deductions shall be remitted, each pay period, by the employer to the representative of the Association. This authorization shall remain in full force and effect until such authorization has been revoked in writing by the employee.

Article 23.0 Rules and Regulations

The ASSOCIATION agrees that its members shall comply with all applicable City and Fire Department rules and regulations, including those relating to conduct, work performance, and personnel matters. Revisions to any of these rules and regulations require proper notice to ASSOCIATION and meet and confer process.

The employer agrees that disputes concerning departmental rules and regulations which affect working conditions and personnel practices are subject to the Grievance Procedure.

Article 24.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other not later than April 1st of the year that this M.O.U. expires, its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor M.O.U.

Article 25.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt this M.O.U.

Article 26.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 27.0 Smoke Free Work Environment

The CITY and Association recognize that smoking, second hand smoke and tobacco use are one of the leading causes of death and disease in the United States. As a condition of employment with the City, employees hired on or after July 1, 2011, must be non-smokers and remain non-smokers, and cannot use tobacco of any kind as a condition of continued employment.

Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind while on duty.

To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones and tobacco-free zones.

Smoke and Tobacco Free Zones include:

Fire Station:

1. No smoking or use of tobacco permitted in any area of the Fire Station.
2. No smoking or use of tobacco is permitted within twenty (20') of open doorways, windows and apparatus bay doorways.

Fire Apparatus:

1. Smoke free zone shall follow Fire Apparatus, no smoking or use of tobacco on or within twenty feet (20') of Fire Apparatus

Fire Department Response:

1. No smoking or use of tobacco permitted during Fire Department operations at the scene of emergency responses.

Appropriate signs shall be placed in and on the Fire Station and Fire Apparatus.

Article 28.0 Employee Assistance Program

The City will continue to provide an Employee Assistance Program for all City employees.

Article 29.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 30.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, City may at its option require that this Memorandum be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the Association, the Association may at its option require that this M.O.U., be reviewed.

It is understood that the Association and the City may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the City and Association in an effort to promote the improvement of personnel management and employer-employee relations.

Article 31.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 56 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 32.0 Re-opener Provisions

1. If or when the City desires to implement a change to the current ambulance transportation service, the CITY and ASSOCIATION agree to meet and confer with the other party on such service.

Article 33.0 Miscellaneous Provisions

1. City agrees to request an actuarial from CalPERS, six months prior to the contract expiration, on enhanced survivor benefit option(s).

Article 34.0 Personal Appearance

Current and new employees shall not have visible tattoos showing during the course of the employee's assigned shift while in Class A, Class B or Class C uniforms. During workouts or physical fitness outside of the fire station, employees must wear long-sleeve shirts and are not permitted to wear a long-sleeve shirt under a Class B uniform shirt. During workouts or physical fitness inside the fire station, employees will be permitted to wear shorts and t-shirts that display visible tattoos.

Employees may wear one set of stud earrings per earlobe. The earrings shall be plain, less than ¼ inch in diameter, and cannot interfere with proper donning of Personal Protective Equipment. All other visible earrings, punches, and piercings are prohibited.

Article 35.0 Paramedic Specialty Pay

A Firefighter/Paramedic will receive a paramedic specialty pay of 11.30% of base pay, and is required to retain a Paramedic License as a condition of employment with the City. Captains that maintain a Paramedic License will receive 5% of base pay. Engineers that maintain a Paramedic License will receive 7.5% of base pay. Captains and Engineers are not required to maintain a Paramedic license as a condition of employment, but must be current with all the required continued education and quarterly trainings to work down as a Firefighter/Paramedic.

Article 36.0 Minimum Staffing

For all shifts, on all days, a minimum of three full-time fire suppression personnel shall be on duty per 24 hour shift.

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

The purpose and objective of this grievance procedure is to provide a just and equitable method for the resolving of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution:

Section 2 – Definitions

For the purpose of this grievance procedure, the following definitions apply:

- (a) Employee Representative: An individual who appears on behalf of the employee.
- (b) Grievance: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the Personnel Rules or other written rules or regulations for which no other specific method of review is provided in City rules.
- (c) Grievant: An employee or group of employees in the competitive service adversely affected by an act or omission of the City.

Section 3 – Grievance Procedure Exclusions

A grievance is not reviewable under this procedure if it requires modification of a policy established by law or is a matter which is reviewable under some other administrative procedure or Personnel Rule. The following are not grievable:

- (a) Applications for changes in title, job classification, or salary.
- (b) Appeals from formal disciplinary proceedings.
- (c) Appeals arising out of merit system examinations or appointment.
- (d) Appeals from work performance evaluations.
- (e) Complaints arising from the City's health insurance plan.

Section 4 - Specifics of the Grievance:

1. Procedure for Presentation:

In presenting a grievance, the employee shall set forth the following information:

- (a) The specific section of the rules allegedly violated.
- (b) The specific act or omission which gave rise to the alleged violation.
- (a) The date or dates on which the violation occurred.
- (b) The documents, witnesses, or other evidence that supports your position.
- (c) The remedy requested.

2. Prescribed Form:

The written grievance shall be submitted on a form provided by the City.

3. Employee Representative:

The employee may choose a representative at any step in the procedure. No person hearing a grievance need recognize more than two representatives for any employee at any one time, unless desired.

4. Handled During Working Hours:

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. A grievance shall be presented and processed on City time. This requirement may be waived by mutual agreement. In scheduling the time, place, and duration of any grievance meeting, the employee, the employee's representative, and management shall give due consideration of all the participants' responsibilities in the essential operations of the department.

5. Extension or Waiver of Time:

Any higher level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

6. Consolidation of Grievances:

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

Section 5 - Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- (a) Grievance to Supervisor: Whenever an employee believes a grievance exists, the employee must discuss the matter informally with the supervisor within twenty (20) working days of the incident on which the grievance is based, occurred, or within twenty (20) working days of the date the employee knows or is shown to have known of the incident. If, after this discussion, the grieving party does not believe the problem has been satisfactorily resolved, within ten (10) working days of the initial meeting, a written grievance may be filed.

- (b) Grievance to Department Head: If the employee and the supervisor cannot reach an agreement as to the grievance or the employee has not received a written decision within five (5) working days, the employee may, within five (5) working days, present the grievance in writing to the department head. The department head shall review the grievance and give a written decision to the employee within five (5) working days after receiving the grievance.
- (c) Grievance to City Manager: If the employee and the department head cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within ten (10) working days, present his grievance in writing to the City Manager. The City Manager shall review the grievance and give a written decision to the employee within ten (10) working days after receiving the grievance.
- (d) Appeal to Personnel Board: If the employee and the City Manager cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within *ten (10)* working days, appeal to the Personnel Board. The rules for the hearing are set forth in Article IX, Section 7, except that the grievant shall have the burden of proof and the order of presentation shall be the reverse, that is the grievant shall present a case first, followed by the City.

Exhibit "B"

ARTICLE IX -DISCIPLINARY PROCEDURE

Section 1 Kinds of Disciplinary Actions

The desirable first step in modifying or changing undesirable employee work performance, action or behavior whenever possible, is to counsel orally an employee on the areas that need to be improved, changed, or stopped and to provide clear guidance on what the work-related expectations are. However, when this is not successful in changing the undesirable performance, act, or behavior, or the undesirable performance, act, or behavior is of such a nature that it warrants a higher level of intervention action, a permanent employee of the City in the Competitive Service may be disciplined or removed from employment for cause by the appointing authority.

Kinds of disciplinary action may include the following:

- (a) Discharge or dismissal;
- (b) Demotion;
- (c) Suspension without pay;
- (d) Reduction in pay, either one or more steps within the salary range permanently or for a fixed period of time;
- (e) Written reprimand;

Section 2 Cause for Disciplinary Action

Any of the following shall be deemed sufficient cause for disciplinary action against any employee with permanent status in the Competitive Service. Charges may be based on causes other than those enumerated, if the action is deemed, by the City Manager or designee, to have a potential detrimental affect to work-related conditions, work-related environment, work-related performance, and/or to the City and its citizens:

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;

- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;
- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;

- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 Written Reprimand

Written Reprimand of substandard performance or misconduct may be given to an employee at any time an employee's performance or actions warrants it. The employee may submit a written response to the reprimand within ten (10) days of its receipt. A written reprimand and response, if any, will be placed in the employee's Personnel file. The employee has no right to appeal a reprimand.

Section 4 Notice of Intent

Whenever the department head intends to suspend an employee, demote an employee, reduce an employee in pay, or discharge the employee, the department head shall give the employee a written notice of discipline which sets forth the following:

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) A copy of all written materials, reports, or documents upon which the discipline is based;
- (e) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;

- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 Response by Employee

The employee shall have the right to respond to the City Manager, or impartial designee, orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or discharge, the employee's response will be considered before final action is taken.

Section 6 Final Notice

After the response or the expiration of the employee's time to respond to the notice of intent, the City Manager, or impartial designee, shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action based;
- (d) A factual summary of the based; upon which the charges disciplinary documents upon which written materials, reports, based; action the Personnel appeal employee's right

Section 7 Appeal Hearing

The appeal procedure shall apply only to cases of disciplinary suspensions, reductions in pay, demotion, and discharges affecting permanent employees within the competitive service.

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless goof cause for the failure is

shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

- (a) An admission or denial of each charge, with an explanation why the charge admitted or denied.
- (b) A statement that the employee disagrees with the penalty, with an explanation of the employee's position.
- (c) The employee's current address.
- (d) A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Manager shall schedule a hearing before the Personnel Board. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Personnel Board is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Board only for good cause. The Personnel Department will prepare subpoenas for all witnesses; however, they will only serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the city to submit the names of current city employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Personnel Board in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor to use any exhibit not provided pursuant to this section unless that party can show the prior need for such witness or such exhibit could not reasonably have been anticipated.

5. Submission to the Personnel Board

Five (5) working days prior to the date of the hearing, the Personnel Department shall present each member of the Personnel Board with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action, and any response from the employee to these documents. The Board shall be provided with copies of the exhibits at the hearing.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of the Board, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court report, the cost will be split equally. If the Board requests the court reporter, the City shall pay the cost of the reporter.

b. Employee Witness Compensation

Employees of the City who are subpoenaed to testify during working hours will be released and compensated while appearing at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they are required to be on call, if required, and actually testify, unless the City agrees to a different arrangement.

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

In a disciplinary appeal, the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. The Board will determine whether good cause exists and will grant or deny the request accordingly.

10. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will ask witnesses to raise their right hands and respond to the following:

"Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"

11. Presentation of the Case

The hearing shall proceed in the following order, unless the Personnel Board directs otherwise:

- a. The City shall be permitted to make an opening statement.
- b. The employee or representative shall be permitted to make an opening statement, or reserve an opening statement, until presentation of the case.
- c. The City shall produce its evidence.
- d. The employee may then offer evidence.
- e. The City followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted. The party with the burden of proof shall have the right to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After such a request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

The department and the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily, or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the parties shall continue with the presentation of their cases.

13. Right to Control Proceedings

While the parties are generally free to present their cases in the order that they prefer, the Chair reserves the right to control the proceedings, including but not limited to altering the order of witnesses, limiting redundant or irrelevant testimony, or directly questioning witnesses.

14. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board.

15. Deliberation Upon the Case

The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later, fixed date and time.

16. Written Findings and Decision

The Personnel Board shall render its findings and decision as soon after the conclusion of the hearing as possible, but not later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Board on each material issue.

The Personnel Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject, or modify the disciplinary action invoked against the employee. If the Board reinstates the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

The City Council sits as the Personnel Board.

17. Judicial Review

Judicial review of any final decision by the City Council may be had under Section 1.18.010 of the Imperial Beach Municipal Code.

Section 8 - Failure of Employee to Appear at Hearing

Failure of the employee to appear at the hearing, without just cause, shall be deemed a withdrawal of the appeal and the action of the City Manager shall be final.

Section 9 - Releasing of Information

No information will be released relative to disciplinary action against municipal employees without prior approval of the City Manager.

EXHIBIT C

City's Salary & Compensation Plan,

**Please see Resolution 2011-7088 with exhibits on
the City of Imperial Beach Council Agenda for
October 5, 2011**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: FEBRUARY 15, 2012
ORIGINATING DEPT.: PUBLIC SAFETY *JB*
SUBJECT: Regional Cooperative Care Program (RCCP) Interim Governance Extension

BACKGROUND:

On October 19, 2011, City Council adopted Resolution 2011-7104 authorizing participation in the Regional Cooperative Care Program (RCCP), and authorizing the Fire Chief to serve as the voting member on the interim governing board, known as the Administrative Oversight Committee, while the Joint Powers Agreement (JPA) is being crafted. As reported at the January 18, 2012 City Council meeting, the final draft of the JPA is progressing, but not ready yet. An extension of the interim governance is required in the meantime.

DISCUSSION:

A resolution of the Administrative Oversight Committee, dated January, 24, 2012, was executed between all of the member agencies currently participating in the RCCP extending the interim governance through June, 2012. An extension of the interim governance model is necessary to ensure that Imperial Beach continues to have a vote on matters related to the RCCP. Resolution 2012-7154 ratifies the signature of the Fire Chief, maintaining the current membership status of Imperial Beach in the RCCP. This will ensure that the interests of Imperial Beach are represented, and that our participation in the program goes uninterrupted. Adoption of this resolution will accomplish both.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no cost impact to the City of Imperial Beach associated with the recommended action.

DEPARTMENT RECOMMENDATION:

The Public Safety Department recommends adoption of Resolution 2012-7154, ratifying the interim governance agreement with the other RCCP cities.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7154

RESOLUTION NO. 2012-7154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RATIFYING A RESOLUTION OF THE ADMINISTRATIVE OVERSIGHT COMMITTEE OF THE REGIONAL COOPERATIVE CARE PROGRAM FOR SIX MONTHS

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, The City of Imperial Beach is a participant in the Regional Cooperative Care Program; and

WHEREAS, an Administrative Oversight Committee was authorized by the member agencies of the RCCP for three months, as an interim governing board until creation of the Joint Powers Authority (JPA) as a permanent governing board; and

WHEREAS, the JPA was not completed within the estimated three months;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. Adoption of Resolution. No. 2012-7154 which ratifies the Fire Chief's signature on the Resolution of the Administrative Oversight Committee extending the existence and governing authority of said committee for up to an additional six months.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of February, 2012, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**Resolution of the Administrative Oversight Committee of
the Regional Cooperative Care Program extending the
"Agreement Establishing the Regional Cooperative Care Program"**

Whereas, on July 1, 2008, the parties entered into an agreement establishing the Regional Cooperative Care Program; and

Whereas, as part of that agreement, there was established an "Administrative Oversight Committee", and

Whereas, the Administrative Oversight Committee was granted certain, specific powers, and

Whereas, Section 16 of the "Agreement Establishing the Regional Cooperative Care Program" provides for an extension of that agreement upon the mutual agreement of the Administrative Oversight Committee, and

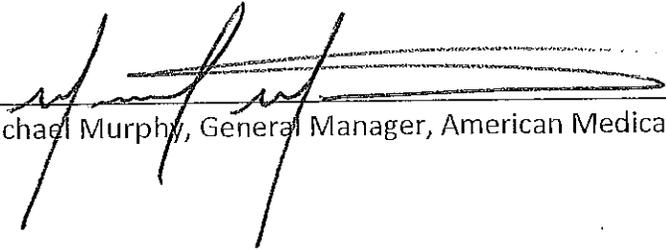
Whereas, THE MEMBERS OF THE Administrative Oversight Committee are desirous to extend the provisions of that agreement for an additional term of six (6) months,

NOW THEREFORE BE IT RESOLVED by the Administrative Oversight Committee of the Regional Cooperative Care Program that:

The members of the Administrative Oversight Committee do mutually agree and concur that:

- 1) Pursuant to Section 16 thereof, the Agreement Establishing the Regional Cooperative Care Program will be extended for a period of six (6) months, terminating on June 30, 2012; and further,**
- 2) That this extension is for the purpose of meeting the initial intent of the agreement; and further,**
- 3) That all sections of the original agreement except as expressly modified by this Resolution remain in full force and effect, including the provisions of Section 16, which will allow for further extension of the agreement subject to the provisions therein.**

Adopted this 20TH day of JANUARY, 2012 by the following members of the Administrative Oversight Committee:


Michael Murphy, General Manager, American Medical Response

Adopted this 24th day of JANUARY, 2012 by the following members of the Administrative Oversight Committee:



Scott Walker, Fire Chief, Bonita Sunnyside Fire Protection District

Adopted this 25th day of January, 2012 by the following members of the Administrative Oversight Committee:

Tom Clark

Tom Clark, Public Safety Director/Fire Chief, Imperial Beach Fire Department

Adopted this 26th day of January, 2012 by the following members of the Administrative Oversight Committee:



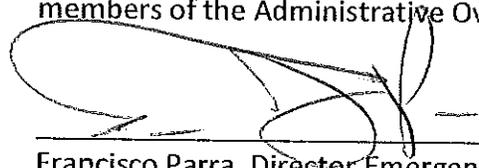
Mike Scott Fire Chief, City of La Mesa

Adopted this 26th day of January, 2012 by the following members of the Administrative Oversight Committee:

A handwritten signature in black ink that reads "Mike Scott". The signature is written in a cursive style with a horizontal line extending from the end of the name.

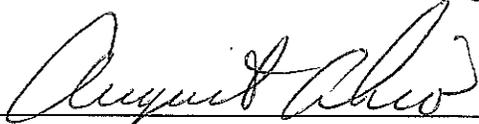
Mike Scott Fire Chief, City of Lemon Grove

Adopted this 25th day of January, 2012 by the following members of the Administrative Oversight Committee:

A handwritten signature in black ink, appearing to be 'Francisco Parra', written over a horizontal line.

Francisco Parra, Director Emergency Services, City of National City

Adopted this 20th day of January, 2012 by the following members of the Administrative Oversight Committee:



August Ghio, Fire Chief, San Miguel Consolidated Fire Protection District



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: FEBRUARY 15, 2012
ORIGINATING DEPT.: PUBLIC SAFETY *gc*
SUBJECT: RATIFICATION OF THE AUTOMATIC AID AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH AND THE CITY OF
CORONADO

BACKGROUND:

The City of Imperial Beach and the City of Coronado have provided back up coverage in fire and paramedic services via an Automatic Aid Agreement since 1998. Automatic Aid is a concept which allows for cross jurisdictional responses under specified conditions, in order to provide responses for first responder calls for fire, medical and other emergencies requiring firefighter/paramedic services when assigned units are unavailable. It also eliminates boundary restrictions when assigned units are not the closest unit to the incident. This concept of dropped boundaries ensures that people in need in both cities will receive aid from the nearest responder. This has been a mutually beneficial agreement that enhances both departments' ability to respond even when local first responders are otherwise engaged. The City Managers and Fire Chiefs of both cities have signed a agreement extending Automatic Aid between the two cities.

DISCUSSION:

Public Safety is requesting City Council to ratify the signatures of the City Manager and the Fire Chief on the Automatic Aid Agreement to continue participation between the Cities of Imperial Beach and Coronado.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact to the City of Imperial Beach related to this action. This has been the standard practice for many years, and is conducted within the existing budget.

DEPARTMENT RECOMMENDATION:

Public Safety recommends that City Council adopt Resolution Number 2012-7153, ratifying the City Manager and Fire Chief signatures on the attached Automatic Aid Agreement.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7153
2. Automatic Aid Agreement

RESOLUTION NO. 2012-7153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RATIFYING AN AGREEMENT WITH THE CITY OF CORONADO EXTENDING THE AUTOMATIC AID AGREEMENT FOR FIRST RESPONDER COVERAGE.

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, The Cities of Imperial Beach and Coronado share a common need for back-up coverage for first responder fire, medical and other emergencies, including dropped boundaries resulting in deployment of the closest resource, regardless of jurisdiction; and

WHEREAS, an agreement has been successfully in place since 1998 providing for Automatic Aid between the two cities; and

WHEREAS, both cities have signed an agreement extending the existing Automatic Aid agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. Adoption of Resolution. No. 2012-7153 which ratifies the City Manager and Fire Chief signatures on the Agreement between the City of Imperial Beach and the City of Coronado extending Automatic Aid between the two cities.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of February, 2012, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

AUTOMATIC AID AGREEMENT

This Agreement is made by and between THE CITY OF CORONADO, a municipal corporation and the CITY OF IMPERIAL BEACH, a municipal corporation, herein called the Parties.

RECITALS

- A. The Parties, as part of their municipal services, maintain organized and equipped Fire Departments, which conduct emergency response operations within their respective jurisdictional limits.
- B. The Parties would benefit by extending their respective Fire Departments' services outside of their jurisdictional limits and into the jurisdictional limits of the other party.
- C. Each party desires to respond to fire, medical, and rescue incidents in the other party's jurisdiction in accordance with this agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the Parties as herein expressed, THE CITY OF CORONADO and the CITY OF IMPERIAL BEACH agree as follows:

1. Each Party agrees to respond to emergencies outside of its respective jurisdictional limits and into the jurisdictional limits of the other Party in accordance with the following terms and conditions.
2. Routine responses by the Parties shall be governed by the nearest available unit concept, meaning the closest available unit of either party shall respond without regard to municipal jurisdiction of the emergency. The signing of this Agreement represents each party's request to the other party for assistance in responding to emergencies which occur geographically closer to the other party's emergency units.
3. The Parties' may execute supplementary agreements regarding operational procedures and planning as are necessary to implement this Agreement.
4. Either party may elect not to respond to a request for assistance if this response will affect the jurisdiction's ability to provide adequate fire protection to their service area.
5. The Senior Officer of the Fire Department of the Party requesting service shall assume the full charge of a cross-boundary operation (i.e., Incident Commander). If this Officer is a Fire Captain, they will coordinate the transition of Incident Command to the highest ranking Chief Officer regardless of jurisdictional boundaries.
6. a. Third-Party Claims:

THE CITY OF CORONADO agrees to indemnify and save the CITY OF IMPERIAL BEACH, its elected and appointed officers, officials, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to employees of THE CITY OF CORONADO and all claims which arise from or are connected with THE CITY OF CORONADO's performance or failure to perform the obligations of this Agreement, or caused or claimed to be caused by the acts of CORONADO, CORONADO's agents or employees; and all expenses of investigating and defending against same.

The CITY OF IMPERIAL BEACH agrees to indemnify and save THE CITY OF CORONADO and its agents and employees harmless from any and all liability, claims, and damages or injuries to any person, including injury to the CITY OF IMPERIAL BEACH's employees and all claims which arise from or are connected with the CITY OF IMPERIAL BEACH's performance or failure to perform the obligations of this agreement, or are caused or claimed to be caused by the acts of the CITY OF IMPERIAL BEACH, the CITY OF IMPERIAL BEACH's agents or employees; and all expenses of investigating and defending against same.

b. The Parties agree to indemnify the other party for any liability imposed upon the other party under Government Code 895.2, based upon negligent or wrongful act or omission of the indemnifying party's officers, agents or employees occurring in the performance of this Agreement. This agreement for indemnification is entered into pursuant to Government Code 895.4 and is intended to eliminate the prorate right contribution described in Government Code 895.6 and distribute the joint and several liability described in Government Code 895.2 between the Parties so that each party bears the liability and costs for its own negligence.

7. Nothing in this Agreement is intended by the Parties to diminish, waive or otherwise affect the privileges and immunities conferred upon the parties by operation of law.
8. Each party to this Agreement shall provide Worker's Compensation coverage as required by State or Federal law, as applicable, for its own employees, without cost to the other party. Neither party shall be required to pay for salaries, other compensation, or employment benefits for the employees of the other party as a result of any work or services performed pursuant to this Agreement.
9. Each party shall be fully responsible for all repairs, maintenance and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment which is used, pursuant to this Agreement, outside of its normal jurisdiction or municipal boundaries. However, during prolonged (eight hours or more) suppression activities, the requesting agency shall replenish fuel as needed and provide necessary minor maintenance on responding equipment to keep it operational during the event.
10. Any chemical agents or expandable supplies used during the incident by the responding party shall be replenished by the requesting party.
11. The Parties shall ensure each fire apparatus responding pursuant to this Agreement has a minimum crew of three (3) trained fire fighters, including a full time paid company officer and a full complement of equipment according to the National Fire Protection Association (NFPA) standards as stated in Pamphlet 1901.
12. The assurance of aid to the Parties set forth in this Agreement shall constitute the sole consideration for the performance of this Agreement. It is understood and agreed that no money payments shall be made between the Parties, and that no charges shall be assessed by any party against any other party except as expressly provided in this Agreement. Notwithstanding the foregoing, however, and notwithstanding any other provision of this Agreement, neither party shall be liable to the other party, or to any other person or party, as a result of its failure to respond or failure to respond timely being the right to terminate this Agreement. This provision shall not be construed to prevent billing patients for ambulance transport and other emergency

medical services, provided that billing rates shall be consistent with the adopted fee schedule of the agency providing the service.

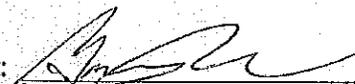
13. Nothing in this Agreement shall limit the Parties from participating in other existing agreements with other fire jurisdictions and this Agreement shall have no effect upon the existing San Diego County Mutual Aid Agreement. Should any Party withdraw for any reason from the existing County Mutual Aid Agreement, this Agreement is automatically terminated upon the effect date of such withdrawal.

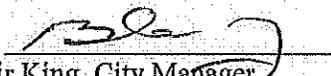
14. In order to standardize the Parties' respective fire fighting procedures and to ensure efficient emergency operations at any incident where aid is being rendered, the Parties to this Agreement agree to establish a system of cross-training for their fire fighting personnel. The provisions of Paragraphs 6, 7, 8 and 13 above shall apply to such events as if they were actual incidents of aid response.

15. Either party may terminate this Agreement by giving written notice of termination to the other party. Such notice will be sent to the other jurisdiction's Fire Chief and also to the City Clerk of the City of Coronado or the Clerk of the CITY OF IMPERIAL BEACH, by and through its Mayor, pursuant to authorization of the CITY OF IMPERIAL BEACH City Council.

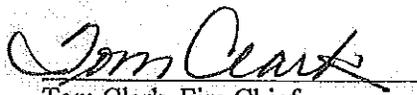
Dated 1st day of March, ²⁰¹⁰ YEAR:

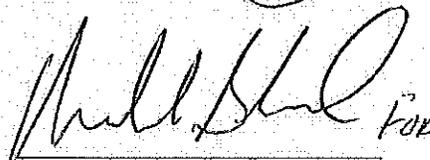
City of Imperial Beach, a municipal corporation

By: 
Gary Brown, City Manager

By: 
Blair King, City Manager

Approved as to form and content:


Tom Clark, Fire Chief
City of IMPERIAL BEACH


E. John Traylor, Fire Chief
City of CORONADO



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: FEBRUARY 15, 2012

ORIGINATING DEPT.: PUBLIC WORKS *CH Acting PW Director*

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTION OF THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK 2012), THE 2012 REGIONAL SUPPLEMENTS TO THE GREEN BOOK 2012, THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 2006 EDITION AND THE RETENTION OF THE 2009 EDITION OF THE SAN DIEGO REGIONAL STANDARD DRAWINGS

BACKGROUND: On March 4, 2009, City Council, City of Imperial Beach adopted resolution 2007-6718 establishing the 2009 Edition of the Standard Specifications for Public Works Construction (Green Book 2009), and the 2009 Edition of the Regional Supplement Amendments to the "Standard Specifications for Public Works Construction," The 2012 Edition of the "Greenbook" has recently been published for use as a reference document with public works construction projects and is designed to replace the "2009 Greenbook." Each succeeding edition of the Greenbook is prepared to reflect the constantly changing technology and advanced thinking of the construction industry.

The Greenbook Committee has also published the "Standard Plans For Public Works Construction" 2006 Edition that is designed to be a companion document to the Greenbook.

DISCUSSION: City Council has the authority to establish appropriate reference documents as the construction standard within the City when performing public works projects. The Greenbook is designed to aid in furthering uniformity of plans and specifications accepted and used by those involved in public works construction and to take such other steps as are designed to promote more competitive bidding by private contractors. The "Standard Specifications for Public Works Construction" and "Standard Plans for Public Works Construction" provide specifications and plans respectively that have general applicability to public works projects.

The August 2009 Edition of the San Diego Area Regional Standard Drawings adopted with Resolution 2011-7050 has not been revised and is still applicable.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT: None

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approve the use of:
 - a. 2012 Edition of the "Greenbook";
 - b. The "Standard Plans For Public Works Construction 2006 Edition"; and
 - c. 2009 Edition of the "San Diego Area Regional Standard Drawings" with modifications as approved in Resolution 2011-7050,
As the City Construction Standards Documents
3. Adopt the attached resolution.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7152

RESOLUTION NO. 2012-7152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTION OF THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK 2012), THE 2012 REGIONAL SUPPLEMENTS TO THE GREEN BOOK 2012, THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 2006 EDITION AND THE RETENTION OF THE 2009 EDITION OF THE SAN DIEGO REGIONAL STANDARD DRAWINGS

WHEREAS, on March 4, 2009, City Council, City of Imperial Beach adopted resolution 2007-6718 establishing the 2009 Edition of the Standard Specifications for Public Works Construction (Green Book 2009), and the 2009 Edition of the Regional Supplement Amendments to the "Standard Specifications for Public Works Construction"; and

WHEREAS, the 2012 Edition of the "Greenbook" has recently been published for use as a reference document with public works construction projects and is designed to replace the "2009 Greenbook"; and

WHEREAS, each succeeding edition of the Greenbook is prepared to reflect the constantly changing technology and advanced thinking of the construction industry; and

WHEREAS, the Greenbook Committee has also published the "Standard Plans For Public Works Construction" 2006 Edition that is designed to be a companion document to the Greenbook; and

WHEREAS, City Council has the authority to establish appropriate reference documents as the construction standard within the City when performing public works projects; and

WHEREAS, the Greenbook is designed to aid in furthering uniformity of plans and specifications accepted and used by those involved in public works construction and to take such other steps as are designed to promote more competitive bidding by private contractors; and

WHEREAS, the "Standard Specifications for Public Works Construction" and "Standard Plans for Public Works Construction" provide specifications and plans respectively that have general applicability to public works projects; and

WHEREAS, the August 2009 Edition of the San Diego Area Regional Standard Drawings adopted with Resolution 2011-7050 has not been revised and is still applicable..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. This legislative body adopts "Greenbook 2012", Regional Supplements to Greenbook 2012 and the Standard Plans for Public Works Projects, 2006 edition, as City of Imperial Beach constructions standards documents for public works construction projects.
3. This legislative body retains the 2009 Edition of the "San Diego Regional Standard Drawings" with modifications as approved in Resolution 2011-7050 as City of Imperial Beach construction standards documents for public works projects.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of February 2012, by the following vote:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: FEBRUARY 15, 2012
ORIGINATING DEPT.: PUBLIC SAFETY *R*
SUBJECT: RESOLUTION 2012-7155 APPROVING EXTENSION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, THE CITY OF CORONADO, AND THE US NAVY REGARDING JURISDICTION AND LAW ENFORCEMENT ACTIVITIES AT THE AREA KNOWN AS CAMP SURF AND THE ADJOINING BEACHFRONT

BACKGROUND:

Camp Surf is a 36.62 acre property leased by the YMCA from the United States Government for use as a recreation area. In 1984, this property was placed under the concurrent jurisdiction of the federal and state governments for law enforcement purposes. The adjoining beachfront area is under the exclusive jurisdiction of the federal government.

A long-standing agreement has existed between the United States Navy, the City of Imperial Beach, and the City of Coronado, establishing jurisdiction and law enforcement activities as follows:

Coronado Police Department (CPD) is responsible for law enforcement, including citation and prosecution within the fenced area comprising Camp Surf.

San Diego County Sheriff's Department (SDCSD), as the contracted law enforcement agency for the City of Imperial Beach, may patrol the beach adjoining the Camp Surf property.

City of Chula Vista Animal Control, as the contracted Animal Control agency for the City of Imperial beach, may patrol the beach adjoining the Camp Surf property.

This agreement authorizes these law enforcement officers to detain violators, then contact the Naval Command Security Office to have a security officer write citations or take other actions pursuant to state and/or federal laws.

DISCUSSION:

All entities agree that this has been an effective arrangement, and desire to extend the existing agreement for another six years. This will ensure uninterrupted patrol and cooperative enforcement in the area in and around Camp Surf.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact to this action for the City of Imperial Beach. This extends an existing agreement already in force, which has no direct fiscal impact, and the operational impact is accounted for in the budget.

DEPARTMENT RECOMMENDATION:

The Public Safety Department recommends that City Council adopts Resolution Number 2012-7155, authorizing the City Manager to sign the Memorandum of Agreement between The Commander, Navy Region Southwest, the City of Coronado, and the City of Imperial Beach extending jurisdiction and law enforcement responsibilities in the area known as Camp Surf, and the adjoining beachfront.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7155

RESOLUTION NO. 2012-7155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN NAVAL REGION SOUTHWEST AND THE CITIES OF CORONADO AND IMPERICAL BEACH REGARDING LAW ENFORCEMENT RESPONSIBILITIES AND JURISIDICION IN THE AREA KNOWN AS CAMP SURF AND THE ADJOINING BEACHFRONT

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, The City of Imperial Beach has an interest in entering into an agreement with the Navy Region Southwest and the City of Coronado allowing the San Diego Sheriff's Department and the Chula Vista Animal Control Department to patrol the portion of beach parallel to the area known as Camp Surf as described in the MOA; and

WHEREAS, all parties are in agreement with extending the most recently execute version of said agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the City Council of the City of Imperial Beach authorizes the City Manager to sign and execute, on behalf of the City, the Memorandum of Agreement between Navy Region Southwest, and the Cities of Coronado and Imperial Beach for the purpose of extending a cooperative agreement regarding law enforcement and jurisdiction for the recreational area known as Camp Surf, and the adjoining beachfront.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of February, 2012, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

COMMANDER, NAVY REGION SOUTHWEST
937 NORTH HARBOR DRIVE
SAN DIEGO, CA 92132-0058
CITY OF CORONADO
1825 STRAND WAY, CORONADO, CA 92118
CITY OF IMPERIAL BEACH
825 IMPERIAL BEACH BOULEVARD, IMPERIAL BEACH, CA 91932

CNRSW
5820
N00242-070724-C05-MOA-1

MEMORANDUM OF AGREEMENT
AMENDMENT #1
BETWEEN
COMMANDER, NAVY REGION SOUTHWEST
AND
THE CITIES OF CORONADO AND IMPERIAL BEACH

Subj: JURISDICTION AND LAW ENFORCEMENT RESPONSIBILITIES FOR
CAMP SURF AND THE PORTION OF BEACHFRONT RUNNING PARALLEL
TO CAMP SURF

Ref: (a) Memorandum of Agreement (MOA) between Commander, Navy
Region Southwest and the Cities of Coronado and
Imperial Beach, N00242-070724-C05-MOA, of 6 Aug 08

1. Purpose. The purpose of Amendment No. 1 is to reflect an
extension of the MOA between the parties hereto. All other
provisions of the MOA remain as is.

2. Effective Date. The MOA shall be extended for six years,
effective from August 6, 2011 and terminating on August 6, 2017.

J. J. GALLAGHER Date
Comptroller, NRSW

BLAIR KING Date
City Manager
City of Coronado

D. R. Smith Date
Rear Admiral, U.S. Navy
Commander, Navy Region
Southwest

GARY BROWN Date
City Manager
City of Imperial Beach



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: FEBRUARY 15, 2012

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: RESOLUTION NO. 2012-7139 APPROVING COUNCIL POLICY 805 GOVERNING FACILITY USE, PERMITS, RULES AND REGULATIONS FOR MARINA VISTA CENTER AND COMMUNITY ROOM

BACKGROUND:

The City of Imperial Beach has many facilities designed for a variety of purposes including recreational, civic and cultural activities; public meetings; non-profit and private events for residents and non-residents. On February 15, 1995, City Council established Policy 801, regulating use permits for parks and recreation facilities. In 2008 Council Policy 801 was amended by Resolution No. 2008-6659 to provide procedures and fees for the use of three (3) specific facilities: 1) Marina Vista Center, 2) Dempsey Holder Safety Center, and 3) Sports Park Recreation Center. The City Council recognized that appropriate procedures and fees needed to be established particularly to recover the City's cost to provide and maintain the various facilities and to create a standard set of guidelines for all facilities.

At the July 6, 2011 City Council Meeting staff was asked to return to Council with a proposal on managing the use of City Facilities by non-profit organizations. Policy 805 addresses the concerns of non-profit use and also addresses procedures and guidelines for all other uses.

With recent staffing changes in the Public Safety Department and City Manager offices, responsibility for reserving the Marina Vista Center and Community Rooms are now handled by the City Manager's office staff. This proposed Policy will deal only with those facilities. Other facilities are under review.

DISCUSSION:

Staff has spent the last several months gathering data from various cities, meeting with recreation departments, and analyzing facility use policies and fee schedules. Policies vary drastically by city, depending on the type of facility and use. Some cities have very elaborate facilities making it difficult to compare fees. For example, staff did not include Delmar and Coronado in the comparison since their facilities serve a different market from those in Imperial Beach. In general, most cities had different fees for residents and non-residents, and fees for non-profit organizations and government agencies were less or free of charge. Carlsbad, Chula Vista, and National City waive fees for non-profit organizations under certain circumstances

(see Attachment #4 for details). Cities often view non-profit organizations as providing services to the community that benefit the residents and reduce the need for some City services.

Based on the analysis, staff proposes Council Policy 805 to govern Facility Rental Policies and Procedures for two (2) specific facilities: 1) Marina Vista Center and 2) Community Room. The City does not currently have a Facility Rental Policy in place for the use of the Community Room.

There are pending discussions and research regarding the Dempsey Holder Safety Center and the Sports Park Recreation Center, therefore, staff does not recommend Council review of these facilities at this time. It is recommended that the existing Council Policy 801 continue to govern the Dempsey Holder Safety Center and Sports Park Recreation Center. Council Policy 805 will govern the use of the Marina Vista Center and Community Room only.

The purpose of this policy is to define appropriate facility usage, priorities, and assign responsibility for facility scheduling and fees. The proposed policy, procedures, fee schedule, guidelines and application will also establish consistency, streamline staff's work flow, and reduce time spent on facility rentals.

The new fee schedule attempts to keep the costs as low as possible for local users while still recovering the city's cost to provide and maintain the facilities.

The proposed Council Policy 805 will include:

- Facility Rental use of the Marina Vista Center and Community Room
- Improved rules, regulations, application process and requirements for the Marina Vista Center and Community Room
- New structured Group Classifications
- A new fee schedule based on the new Group Classifications
- Marina Vista Center and Community Room rentals administered by the City Manager's Office
- Authorize the City Manager to implement rules/regulations as needed
- Authorize the City Manager or designee to change the application packet as needed for administrative purposes
- Establish an appeal process to the City Council
- Staff will not be allowed to waive fees
- Establish rules and regulations for local Non-Profit 501(c)3 organizations

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The proposed fee schedule will generate revenue to cover city costs for facility rentals.

DEPARTMENT RECOMMENDATION:

1. Open Public Hearing;
2. Receive report;
3. Close Public Hearing;
4. Adopt Resolution No. 2012-7139 to approve Council Policy 805;
5. Authorize the City Manager or designee to make changes to the Marina Vista Center and Community Room application as deemed necessary.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7139
2. Executive Summary of Group Classifications and Fee Schedule
3. Proposed Council Policy 805
4. Comparison Survey
5. Revised Marina Vista Center and Community Room Application
6. Council Policy 801 and Resolution No. 2008-6659

RESOLUTION NO. 2012-7139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING COUNCIL POLICY 805 GOVERNING THE FACILITY USE PERMITS, RULES AND REGULATIONS FOR MARINA VISTA CENTER AND COMMUNITY ROOM

WHEREAS, the City of Imperial Beach has many facilities designed for a variety of purposes including recreational, civic and cultural activities; public meetings; non-profit and private events for residents and non-residents; and

WHEREAS, on February 15, 1995, City Council established Policy 801, regulating use permits for parks and recreation facilities. In 2008 Council Policy 801 was amended by Resolution No. 2008-6659 to provide procedures and fees for the use of three (3) specific facilities: 1) Marina Vista Center, 2) Dempsey Holder Safety Center, and 3) Sports Park Recreation Center; and

WHEREAS, the City Council recognized that appropriate procedures and fees needed to be established particularly to recover the City's cost to provide and maintain the various facilities and parks, and to create a standard set of guidelines for all facility users to adhere to; and

WHEREAS, Council Policy 805 will govern Facility Rental Policies and Procedures for two (2) specific facilities: 1) Marina Vista Center and 2) Community Room; and

WHEREAS, the existing Council Policy 801 will continue to govern the Dempsey Holder Safety Center and Sports Park Recreation Center only; and

WHEREAS, Council Policy 805 and 801 may change at any time in the future with City Council approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial Beach approves Resolution No. 2012-7139 authorizing Council Policy 805 and authorizing the City Manager or designee to make changes to the Marina Vista Center and Community Room application as deemed necessary.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th Day of February 2012, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

Executive Summary

Marina Vista Center and Community Room
Group Classifications and Fees

Current Group Classifications	Proposed Group Classification
<p>A. Program Groups: Originated or co-sponsored by the City or its contract agent for recreational or other purposes.</p> <p>B. Correlated Groups: Imperial Beach organizations determined by the City to be community service oriented and related in purpose to be the furtherance of community programs, events, and activities.</p> <p>C. Civic, Social, & Veteran Groups: Imperial Beach organizations, which are democratic in character and organized for civic or social purposes, with membership open to the public or designated elements thereof.</p> <p>D. Private or Closed Groups: Groups which by nature exclude the general public such as birthday parties, wedding, receptions, etc. This group is further classified as resident of City of Imperial Beach or non-resident.</p> <p>E. Special or Commercial Groups: Groups that hold trade shows, special displays, fundraising events to perpetuate special interests, unions and employee associations.</p>	<p>A. Official City Use/Function-City Sponsored event: Events organized and conducted by the City of Imperial Beach or events co-sponsored by the City of Imperial Beach. No fee is associated with Group A events regardless of facility location. Examples: Meetings, workshops, programs, classes, and official activities of the City.</p> <p>B. Non-Profit 501(c)(3): A 501(c)(3) organization must be organized and operated exclusively for tax exempt purposes and none of its earnings may inure to any private shareholder or individual. Examples: charitable organizations.</p> <p>C. Recreational, Educational, Service or Civic Community Groups, Youth Organizations: Examples: Youth sports groups, Boy Scouts and Girl Scouts, Little League, Unions, and other organizations. School sports team, physical education instruction, PTA meetings.</p> <p>D. Government Agencies: A federal, state, county or municipal government agency. Examples: Port District, SANDAG, Caltrans, School Districts, County agencies, City-formed agencies such as Business Improvement District (BID)</p> <p>E. Resident, Individual: A resident is one who resides within the official city limits of Imperial Beach (91932 zip code) and who does not fall under any other group classification. Proof of residency is required. Acceptable forms of residency documents are listed on the application. Examples: resident private parties, family gatherings, and weddings.</p> <p>F. Non-Resident, Individual: A non-resident is one who resides outside the official city limits of Imperial Beach and who does not fall under any other group classification. Examples: non-resident private parties, family gatherings, and weddings.</p> <p>G. Commercial Use: Businesses, commercial organizations or users who do not fit into other classifications. Examples: Profit-making organizations, seminars, trade shows, film companies, company training.</p>

Current Fees - Marina Vista Center		Proposed Fees - Marina Vista Center	
Refundable Security/Damage Deposit Required	\$500	Refundable Security/Damage Deposit Required:	\$500.00
Required Refundable Recycle Deposit	\$50	Recycle Fee <i>(this fee will not be required at time of application but will be charged to applicant's deposit if proper recycling is not administered.)</i>	\$50
Opening and Closing Fee	\$107 Flat Rate	Opening and Closing Fee <i>(this fee is now incorporated into the hourly rate and is the reason for a required three (3) hour minimum rental.)</i>	\$0
Cleaning Fee <i>(charged to all groups except Group A)</i>	\$107 / hour	Cleaning Fee <i>(this fee will be charged to the applicant's deposit if additional staff time is required to clean-up after facility use. This fee is charged to all groups except Group A)</i>	\$107 / hour
City Purchased Insurance <i>(Insurance is required as part of a city facility rental. If the applicant does not have their own insurance, they have the option to purchase insurance through the city. This current fee is subject to change each year by the insurance carrier. Fee is based on number of event participants.)</i>	\$83.32-\$116.15	City Purchased Insurance <i>(Insurance is required as part of a city facility rental. If the applicant does not have their own insurance, they have the option to purchase insurance through the city. This current fee is subject to change each year by the insurance carrier. Fee is based on number of event participants.)</i>	\$83.32-\$116.15
		Proposed Equipment use fees	
		Podium	\$15
		Portable Projector	\$25
		Portable Projector Screen	\$25
		2 Portable Speakers and Microphone	\$25
		TV	\$25
Below are the current rates for working hours, evenings, and weekends		Below are the proposed hourly rates Monday-Friday 7:30 a.m. to 5:30 p.m. - 3 Hour Minimum Required	
A. Program Groups	NO CHARGE	A. Official City Use/Function-City Sponsored event	NO CHARGE
B. Correlated Groups	\$5 / hour	B. Non-Profit 501(c)(3)	NO CHARGE
C. Civic, Social, & Veteran Groups	\$10 / hour	C. Recreational, Educational, Service or Civic Community Groups, Youth Organizations	\$15 / hour
D. Private or Closed Groups- Resident	\$50 / hour	D. Government Agencies	\$20 / hour
D. Private or Closed Groups- Non-Resident	\$100 / hour	E. Resident, Individual	\$30 / hour
E. Special or Commercial Groups	\$100 / hour	F. Non-Resident, Individual	\$50 / hour
		G. Commercial Use	\$100 / hour
		Below are the proposed hourly rates for evenings AND weekends - 3 Hour Minimum Required	
		A. Official City Use/Function-City Sponsored event	NO CHARGE
		B. Non-Profit 501(c)(3)	\$30 / hour
		C. Recreational, Educational, Service or Civic Community Groups, Youth Organizations	\$30 / hour
		D. Government Agencies	\$40 / hour
		E. Resident, Individual	\$60 / hour
		F. Non-Resident, Individual	\$100 / hour
		G. Commercial Use	\$150 / hour

Current Fees - Community Room	Proposed Fees - Community Room
There is currently no fee schedule for the Community Room	Refundable Security/Damage Deposit Required: \$500.00
	Recycle Fee <i>(this fee will not be required at time of application but will be charged to applicant's deposit if proper recycling is not administered.)</i> \$50
	Opening and Closing Fee <i>(this fee is now incorporated into the hourly rate and is the reason for a required three (3) hour minimum rental.)</i> \$0
	Cleaning Fee <i>(this fee will be charged to the applicant's deposit if additional staff time is required to clean-up after facility use. This fee is charged to all groups except Group A)</i> \$107 / hour
	City Purchased Insurance <i>(Insurance is required as part of a city facility rental. If the applicant does not have their own insurance, they have the option to purchase insurance through the city. This current fee is subject to change each year by the insurance carrier. Fee is based on number of event participants.)</i> \$83.32-\$116.15
	<i>Proposed Equipment use fees</i>
	Podium \$15
	Portable Projector \$25
	Portable Projector Screen \$25
	2 Portable Speakers and Microphone \$25
	TV \$25
	Community Room use is not available for Groups E-G AND is not available for weekend use.
	<i>Below are the proposed hourly rates Monday-Friday 7:30 a.m. to 5:30 p.m.</i>
	A. Official City Use/Function-City Sponsored event NO CHARGE
	B. Non-Profit 501(c)(3) NO CHARGE
	C. Recreational, Educational, Service or Civic Community Groups, Youth Organizations \$15 / hour
	D. Government Agencies \$20 / hour
	Facility is not available for rent by Groups E-G

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 1 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

PURPOSE

The City of Imperial Beach has facilities that are designed for a variety of purposes including recreational, civic and cultural activities; public meetings; non-profit and private events for residents and non-residents. The purpose of this policy is to define appropriate facility usage, fees, and regulations.

The City Council further recognizes that a fee is appropriate in most circumstances, particularly to recover the City's cost to provide and or maintain the various facilities.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used and preserved for future users and may be changed or modified as necessary by the City Manager and approved by the City Council. Facility use policies will be administered by the City Manager's Department.

POLICY

The primary use of these facilities is for activities sponsored by the City which shall have priority over other uses. Use by community groups and the general public will be available as the schedule allows.

Additional conditions of approval may be required. These additional conditions may include, but are not limited to, providing additional City staff, increased insurance coverage, or extra security. Costs incurred for additional requirements shall be the responsibility of the applicant. Costs incurred prior to the Facility Use Permit being issued are solely at the applicant's risk.

FACILITY RENTAL HOURS AND DATES

Facilities are subject to closure on all holidays and days designated by the City. Rentals will not begin prior to the hours of operation, and all activities, including clean-up, must be completed and the premises vacated by the end of the hours of operation. No person shall use, occupy, or otherwise remain in a building, structure, facility, parking area, or other area for which a permit is required unless in possession of a valid permit.

Hours of operation are subject to change by authorization of the City Manager. Additional hourly rates will apply to all events that exceed the approved rental group's ending time.

Rental of the Imperial Beach Facilities will be available as follows:

- Marina Vista Center, 1075 8th Street, Imperial Beach, CA 91932
Sunday through Thursday 8:00 a.m. to 10:00 p.m.
Friday and Saturday 8:00 a.m. to 11:00 p.m.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 2 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

- Community Room
825 Imperial Beach Blvd., Imperial Beach, CA 91932
Monday through Friday (closed alternate Fridays) 8:00 a.m. to 9:00 p.m.

Closure Dates

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- December Furlough

APPLICATION PROCESS AND PERMITS

All applicants must complete a City of Imperial Beach Facility Rental Application. Applications for use of the facilities are available on the City's website at www.cityofib.com or may also be picked up at City Hall, 825 Imperial Beach Blvd., Imperial Beach, CA 91932, during business hours.

Tours of the facilities can be made (by appointment only) by calling the Imperial Beach City Manager's Office at (619) 423-8303 or (619) 628-2346 during business working hours Monday – Friday (closed alternate Fridays) 7:30 a.m. to 5:30 p.m.

Applications may be submitted in person, by mail, email, or fax. Applications will be reviewed, use will be prioritized, and fees assessed. The submission of an application does not constitute approval. The City reserves the right to limit the number of uses by any one group so that the entire community has access to the limited available facilities.

If the rental request is approved, a Facility Reservation Use Permit will be issued in approximately 14 days. All deposits and rental fees are due at the time the application is submitted. The applicant is required to sign and agree to the terms of the application agreement.

Facility Use Applications will be approved for specific rooms, depending on group size, type of activity, and availability. No activity shall be scheduled for more than the maximum occupancy room capacity. Smaller size groups may be assigned to smaller rooms for maximum utilization of facilities. Multiple room reservations may be taken for the same date if the schedule allows.

Facility applications are accepted Monday - Friday 7:30 a.m. to 4:30 p.m. City Hall is closed on alternate Fridays.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 3 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

Facility uses that require extra services, equipment set up, or staff supervision may be charged additional fees for extra staff services. See fee schedule for a list of fees.

Approval for use is not granted to a person less than twenty-one (21) years of age.

DENIAL/REVOCAION OF USE AND APPEAL PROCESS

The City of Imperial Beach has the right to refuse or cancel any application/permit. A written or verbal notice of refusal and cancellations with an appropriate explanation will be provided by the City designee. Applications for use may be denied or permits cancelled for the following reasons but not limited to:

1. Date not available
2. Application submitted less than 30 days in advance
3. Unsatisfactory record in prior use, defined as failure to comply with City of Imperial Beach Facility Use Regulations
4. Proposed use would create hazardous conditions
5. Non-payment of fees/deposit before due date
6. Facility or staff not available
7. Insurance or Security requirements not met

If the City cancels an event because the facility is unusable or unsafe a full refund shall be made.

The City of Imperial Beach may revoke any permit for use if it is determined that the permittee has violated any provision of the City of Imperial Beach Facility Use Regulations. Notice of revocation, along with appropriate explanation, will be made by first class mail, addressed to the person in whose name the permit was issued.

If an application is denied or revoked by the City Manager’s Office, the applicant may appeal said decision to the City Council.

An appeal for the denial or revocation of a facility use permit shall be filed with the City Manager’s Office. The appeal must be in writing, include a brief recitation of the basis for the appeal and any other information, which the appellant may wish to submit, and must be postmarked or hand delivered within fifteen (15) days from the date the notice of denial or revocation was deposited in the U.S. mail, to:

City of Imperial Beach
City Manager’s Office
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 4 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

The appeal must include a copy of the notice of denial or revocation.

LIMITATIONS/CONDITIONS OF USE

Regular recurrent or long term use will be limited and subject to City Manager approval.

DAY OF RENTAL CONTACT PERSON REQUIREMENT

One person must be designated as the contact person to coordinate with facility staff on the day of the event.

CATERING REQUIREMENTS

The Imperial Beach facilities are equipped with kitchens. The City maintains a pre-approved list of caterers. Caterers not on the pre-approved list must contact the City to complete the approval process (619 628-1423) before providing catering services in City of Imperial Beach facilities.

After you have reached an agreement with an approved caterer please send a copy of the catering agreement to the City.

A Caterer is not required if the applicant:

1. Serves store bought, pre-packaged food, or baked goods; and
2. Does not sell the food; and
3. Serves the food only to guests of the event and within the area designated for the event.

RULES AND REGULATIONS

The City Manager or designee has the authority to implement rules and regulations of use that provide consistent use of facilities, but are not limited to the rules and regulations listed in this policy. Applicants using the Imperial Beach Facilities will observe, obey, and comply with all applicable City, County, State, and Federal laws, rules, and regulations.

1. At no time shall exits be covered or obstructed.
2. Gambling in all forms is prohibited.
3. Machines that discharge smoke or other elements that would compromise the health and safety of guests, or activate the smoke alarms, are prohibited.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 5 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

Noise Control

All rental groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's Noise Ordinance must be followed at all times.

City staff has the right to require groups to reduce sound/noise level of music or P.A. systems. Doors are to remain closed in the facility when loud music is being played. Groups that do not comply with this request may be required to close the event and may forfeit any future use of facility.

A sound permit will be required for all events that use the patio area of the Marina Vista Center for bands, music, and related.

Decorations

1. All decorating is to be done by applicant or hired service.
2. Decorations may consist of balloon bouquets, floral arrangements, freestanding arches, or table top displays. No free-floating balloons are permitted because of lights and air vents. Applicant will be charged extra staff fees for removing balloons from ceilings after the rental.
3. Decorations are not permitted to be hung, tacked, screwed, stapled or nailed to walls, windows, ceilings, or fixtures.
4. Applicants will be required to describe event decorations and some decorations may be disallowed due to safety and clean-up needs.
5. Birdseed, confetti, glitter, rice, and silly string will not be permitted inside or outside the building. Limited amounts of decorative confetti will be permitted on table linens.
6. Clean-up of decorations must be done by applicant following the event during allotted time. Any time that exceeds the regularly scheduled contract time will be charged to the applicant, including staff overtime charges and hourly room fee.

Alcohol

The use, possession, sale, or consumption of alcoholic beverages is strictly prohibited in the Marina Vista Center and Community Room. If alcohol is observed, the city has the right to terminate the event immediately and all future facility use may be revoked. No person shall drink or possess an open container of any alcoholic beverage in any facility; on any sidewalk, or public parking lot.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 6 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

Open Flames

The use of an open flame is prohibited (excluding birthday candles and chafing dishes). Cooking food in barbecues within fifteen (15) feet of any building, facility or restricted area is not permitted.

Smoking

It is illegal to smoke within 25 feet of city facilities. Smoking within this area will result in the loss of cleaning/damage deposits.

Animals

Animals are not permitted in the facility unless they are service animals used in aiding an individual or when approved by the facility staff designee for a supervised event presentation/demonstration under the care of a professional animal handler/trainer.

Minors

Groups composed of minors shall be supervised by one adult (18 years of age or older) per each 15 minors at all times while using the facilities. The adult who will be responsible for the activity must make the application for use of the facility. Minors are defined as those under the age of 18.

Advertising

Any advertisement of the event (flyers, signs, banners, etc.) must contain a statement disclaiming the City from any association or support of the event. Advertisement of event shall not occur until the event has been approved by City staff. Any items posted or distributed which have not been approved, will be removed and discarded.

Solicitation of donations, sales and distribution of pamphlets using City facilities will not be permitted without pre-approval.

Storage

There shall be no storage of equipment and supplies for facility users. All facility user's equipment and supplies must be removed from facility at the end of the user's rental.

Equipment Loading and Unloading

Driving on walkway and patio areas is prohibited. Use permitted parking areas only. Repair costs of damage to walkways/patios will be assessed to the applicant.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 7 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

City Right to Enter

Designated staff and officials shall have the right to enter all portions of the facility at all times and occupancies.

Commercial Sales

Commercial Uses including the collection of any funds or the sale of any item on City Property must provide the following, in addition to all standard facility use permit requirements.

- a. City of Imperial Beach Business License for the permitted group as well as any other commercial vendor.
- b. San Diego County Health Permit (for food sales).
- c. Alcoholic Beverages are prohibited.

Equipment

The City of Imperial Beach owned tables and chairs are available for use. Applicant must specify at time of application if use of city tables and chairs is required. City Staff must provide the tables and chair set up for the applicant, except for Non-profit 501(c)(3) groups *only*. A room set-up diagram is required at the time of application. Other equipment may be available for use and subject to appropriate use fees. Equipment available for each room is listed on the Facility Use Application.

DAMAGE RESPONSIBILITY

The City of Imperial Beach is not responsible for damage or theft to any equipment or property of caterers, bands, DJ's, vendors, or other facility user groups. All facility user groups are solely responsible for the care, safety, and security of their own, leased, or contracted equipment and supplies.

RESERVATION AND FEE POLICY

Groups or individuals will be assessed facility rental fees in accordance with the established City of Imperial Beach Fee Schedule. All fees are final and approved by the City Council. Fees will not be waived for any reason.

Classification of Users

Any group utilizing City of Imperial Beach facilities will be classified in one of the following categories for the purpose of determining fees. All reservations will depend on availability. Group A may book facilities 18 months in advance; all other users may book facilities 12 months in advance.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 8 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

Classification A Official City Use/Function-City Sponsored event:

Events organized and conducted by the City of Imperial Beach or events co-sponsored by the City of Imperial Beach. No fee is associated with Group A events regardless of facility location.

Examples: Meetings, workshops, programs, classes, and official activities of the City.

Classification B Non-Profit 501(c)(3):

A 501(c)(3) organization must be organized and operated exclusively for tax exempt purposes and none of its earnings may inure to any private shareholder or individual.

Examples: charitable organizations.

Classification C Recreational, Educational, Service or Civic Community Groups, Youth Organizations:

Examples: Youth sports groups, Boy Scouts and Girl Scouts, Little League, Unions, and other organizations. School sports team, physical education instruction, PTA meetings.

Classification D Government Agencies:

A federal, state, county or municipal government agency.

Examples: Port District, SANDAG, Caltrans, School Districts, County agencies, City-formed Agencies (i.e. Business Improvement District- BID).

Classification E Resident, Individual:

A resident is one who resides within the official city limits of Imperial Beach (91932 zip code) and who does not fall under any other group classification. Proof of residency is required. Acceptable forms of residency documents are listed on the application.

Examples: resident private parties, family gatherings, and weddings.

Classification F Non-Resident, Individual:

A non-resident is one who resides outside the official city limits of Imperial Beach and who does not fall under any other group classification.

Examples: non-resident private parties, family gatherings, and weddings.

Classification G Commercial Use:

Businesses, commercial organizations or users who do not fit into other classifications.

Examples: Profit-making organizations, seminars, trade shows, film companies, company training.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 9 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

Non-Profit 501(c)(3)

Non-Profit 501(c)(3) organizations are required to pay the required refundable security/damage deposit for room use.

Non-Profit 501(c)(3) organizations may provide their own table and chair set-up with no charge. All security damage deposit and loss guidelines will apply if any equipment is lost, stolen, or damaged.

Non-Profit 501(c)(3) organizations may provide their own opening and closing of the facility for use, during City working hours ONLY, Monday through Friday 7:30 a.m. to 5:30 p.m. with alternate Friday closures. Any event after normal working hours will require an official city staff person to open and close the facilities and the event will be charged the appropriate hourly rate.

Room Rental Rates

Any rates quoted by Staff prior to signing the Facility Use Permit are for general information, and should not be considered final.

Marina Vista Center

3 hour minimum rental required

Refundable Security/Damage Deposit Required: \$500.00

Hourly Rate Monday-Friday 7:30 a.m. to 5:30 p.m.

Group A	Group B	Group C	Group D	Group E	Group F	Group G
N/C	N/C	\$15.00	\$20.00	\$30.00	\$50.00	\$100.00

Hourly Rate Monday-Friday after 5:30 p.m. AND weekends

Group A	Group B	Group C	Group D	Group E	Group F	Group G
N/C	\$30.00	\$30.00	\$40.00	\$60.00	\$100.00	\$150.00

Community Room

3 hour minimum rental required

Refundable Security/Damage Deposit Required: \$500.00

Community Room use is not available for Groups E-G AND is not available for weekend use.

Group A	Group B	Group C	Group D
N/C	N/C	\$15.00	\$20.00

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 10 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

Additional Fees that may apply:

Sound Permit	\$36.00
Air Jump Permit (resident)	\$50.00 (\$25.00 is refundable after event)
Air Jump Permit (non-resident)	\$67.00 (\$25.00 is refundable after event)
Cleaning Fees	\$107.00 per hour
Recycling Fees	\$50.00
City Purchased Insurance	\$83.32-\$116.15 (<i>this current fee is subject to change without notice by the insurance carrier</i>)

Equipment Use Fees:

Podium	\$15.00
Portable Projector	\$25.00
Portable Projector Screen	\$25.00
2 Portable Speakers and Microphone	\$25.00
TV	\$25.00

Cleaning/Damage Security Deposit

A refundable damage deposit is required to reserve facilities for events, to ensure proper clean up, and to cover repair/replacement costs from breakage, loss, or damage.

In order to secure a reservation all refundable cleaning/damage deposits and full room rental fees are required at the time of application. When the facility is not left in satisfactory condition, the applicant will be required to pay full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. If damage occurs and it is less than the deposited amount, the difference will be refunded.

Finance Fee

There will be a \$25 fee charged for returned checks or any insufficient funds payment. The Facility Rental will be cancelled if fees are owed.

Late Fee

When an applicant leaves a facility later than their listed permitted ending time, a late fee will be charged based on the hourly rate per room, plus the additional staffing fee. Late Fees will be deducted from any refundable deposits and the facility user will be invoiced for any remaining fees. Failure to pay this fee or repetitive late usage will result in discontinuation of future facility uses.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR MARINA VISTA CENTER AND COMMUNITY ROOM	POLICY NUMBER: 805	PAGE Page 11 of 11
ADOPTED BY: Resolution No. 2012-7139	DATED: February 15, 2012	

INSURANCE REQUIREMENTS

The City of Imperial Beach is not liable for accidents, injuries, or loss of individual property in connection with any facility rental at any of its facilities. All persons requesting use of a City facility are required to provide the City of Imperial Beach with a Certificate of Insurance naming the City of Imperial Beach as an additionally insured with liability coverage of \$1,000,000 as minimum. The Certificate of Insurance will not be accepted unless it states all the correct information. Proof of liability insurance may be purchased from the City of Imperial Beach. The cost of coverage is determined by type of event and number of participants. Please call the finance department for further information.

CANCELLATION POLICY AND FEES

Requests to cancel a use of facilities must be submitted in writing to the City Manager's Office five business days prior to event. A refund of remaining fees, if applicable, will be issued to the applicant in approximately four weeks. No refunds will be processed if the applicant fails to provide proper cancellation notice.

APPROVED BY:

Gary Brown, City Manager

DATE: _____

	Non-Profits (Classification B)	Resident (Classification E)	Non-Resident (Classification F)	Commercial (Classification G)
Carlsbad	A. Community Organization w/ paid staff- \$10-\$30/hour B. Community Organization w/ no paid staff- No charge C. Non-Resident Community Organization- \$15-\$40/hour	Room- \$15-\$40/hour Hall/Auditorium- \$45-\$50/hour	Room- \$20-\$55/hour Hall/Auditorium- \$65/hour	Local: Room- \$20-\$55/hour Hall/Auditorium- \$65/hour Non-Local: Room- \$25-\$75/hour Hall/Auditorium- \$85/hour
Chula Vista	A. If a fee is charged for event- rate is hourly staff fees-full costs recovery B. If no fee is charged for event- No Charge	\$28-\$60/hour	\$56-\$120/hour	\$56-\$120/hour OR 30% of gross receipts (whichever is greater)
El Cajon	\$8/hour \$17/hour for extra staff services	\$15.50/hour \$17/hour for extra staff services \$105 per event if wedding, reception, rummage sales, private party, dances	\$15.50/hour \$17/hour for extra staff services \$105 per event if wedding, reception, rummage sales, private party, dances	\$33/hour \$17/hour for extra staff services
Encinitas	\$8-\$15/hour	\$17.50-\$30/hour	\$30-\$50/hour	\$30-\$50/hour
National City	Resident Non-Profit- No Charge	\$50 per use	\$50 per use	\$50 per use
Santee	Resident Non-Profit- six free hours per month	Based on Occupancy During Business Hours- \$19-\$155/hour During Non-Business Hours- \$29-\$165/hour	Based on Occupancy During Business Hours- \$29-\$212/hour During Non-Business Hours- \$39-\$222/hour	Based on Occupancy Same fees as Resident and Non-Resident
Sweetwater Union High School District	\$15-30/hour depending on type of facility	\$25-45/hour depending on type of facility	\$25-45/hour depending on type of facility	\$25-45/hour depending on type of facility
South Bay Union School District	No Charge	\$18-72/hour depending on type of facility	\$18-72/hour depending on type of facility	\$18-72/hour depending on type of facility
Tijuana Estuary	\$25-\$250/half day use-fee depends on type of facility	\$25-\$250/half day use-fee depends on type of facility	\$25-\$250/half day use-fee depends on type of facility	\$25-\$250/half day use-fee depends on type of facility
Imperial Beach (proposed)	A. No Charge during city working hours B. \$30/hour during non-working hours (evenings and weekends)	A. \$30/hour during city working hours B. \$60/hour during non-working hours (evenings and weekends)	A. \$50/hour during city working hours B. \$100/hour during non-working hours (evenings and weekends)	A. \$100/hour during city working hours B. \$150/hour during non-working hours (evenings and weekends)



City of Imperial Beach

Facility Rental Application

**Marina Vista Center
Community Room**

Civic Center
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Ph: (619) 423-8303 or (619) 628-2346
www.cityofib.com

Marina Vista Center

1075 8th Street
Imperial Beach, CA 91932

Facility Use Hours:

Sunday through Thursday 8:00 a.m. to 10:00 p.m.
Friday and Saturday 8:00 a.m. to 11:00 p.m.

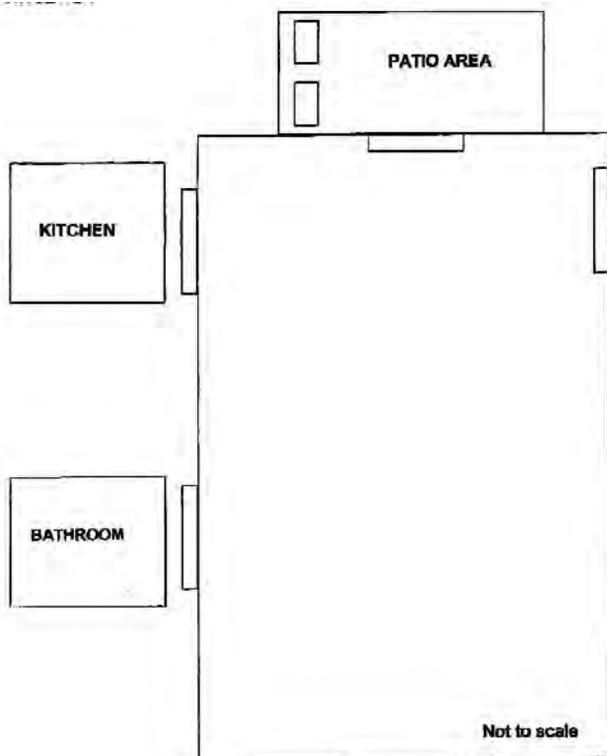
Capacity: 220 Seated / 102 Dining

Facility Use Includes: Kitchen, Restrooms, and Patio Area

Number of Tables available: (18) 8 Foot Rectangular / (6) 6 Foot Rectangular

Number of Chairs available: 200

Equipment Available for use: Podium \$15.00, Portable Projector \$25.00,
Portable Projector Screen \$25.00, 2 Portable Speakers and Microphone \$25.00



Marina Vista Center: **Inside**



Marina Vista Center: **Outside**

Community Room

825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Facility Use Hours:

Monday through Friday (except on city closed Fridays) 8:00 a.m. to 9:00 p.m.

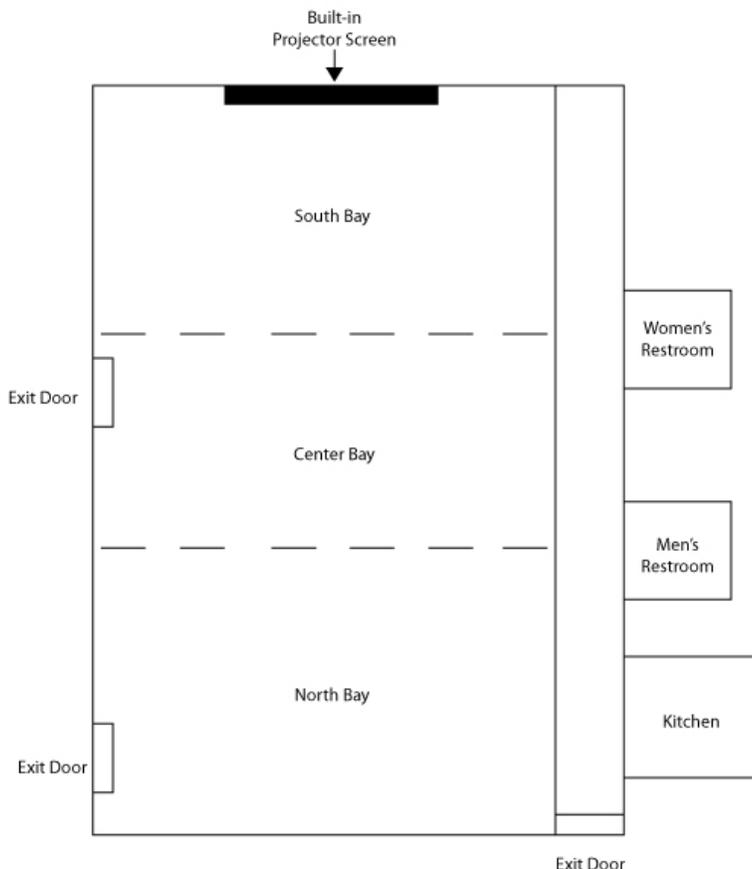
Capacity: *North Bay*- 50 Non-Seated, *Center Bay*- 30 Non-Seated, *South Bay*- 30 Non-Seated, *All Bays*- 80 Seated / 110 Non-Seated

Facility Use Includes: Kitchen and Restrooms

Number of Tables available: (7) 6 Foot Rectangular

Number of Chairs available: 50

Equipment Available for use: Podium \$15.00, Portable Projector \$25.00, Portable Projector Screen \$25.00, 2 Portable Speakers and Microphone \$25.00, TV \$25.00



Community Room: **Inside**



Community Room: **Outside**

Fee Schedule

Marina Vista Center

3 hour minimum rental required

Refundable Security/Damage Deposit Required: \$500.00

Hourly Rate Monday-Friday 7:30 a.m. to 5:30 p.m.

Group A	Group B	Group C	Group D	Group E	Group F	Group G
N/C	N/C	\$15.00	\$20.00	\$30.00	\$50.00	\$100.00

Hourly Rate Monday-Friday after 5:30 p.m. AND weekends

Group A	Group B	Group C	Group D	Group E	Group F	Group G
N/C	\$30.00	\$30.00	\$40.00	\$60.00	\$100.00	\$150.00

Community Room

3 hour minimum rental required

Refundable Security/Damage Deposit Required: \$500.00

Community Room use is not available for Groups E-G AND is not available for weekend use.

Group A	Group B	Group C	Group D
N/C	N/C	\$15.00	\$20.00

Additional Fees that may apply:

Sound Permit	\$36.00
Air Jump Permit (resident)	\$50.00 (\$25.00 is refundable after event)
Air Jump Permit (non-resident)	\$67.00 (\$25.00 is refundable after event)
Cleaning Fees	\$107.00 per hour
Recycling Fees	\$50.00
City Purchased Insurance	\$83.32-\$116.15 <i>(this current fee is subject to change without notice by the insurance carrier)</i>

Equipment Use Fees:

Podium	\$15.00
Portable Projector	\$25.00
Portable Projector Screen	\$25.00
2 Portable Speakers and Microphone	\$25.00
TV	\$25.00

Facility Rental Application

Depending upon availability, all Facilities listed in this application may be reserved for permitted use. Depending on your application and event details, your event may require additional city services and therefore require additional fees and may be classified as a Special Event.

No reservations will be processed for legal holidays.

The reservation will be considered by the City Manager's Department.

Reservations must be made thirty (30) days in advance of the event date, **NO EXCEPTIONS.**

For **Imperial Beach residents** to receive the resident fee rate, proof of residency is required at the time the application is submitted. (CA identification *and* a copy of a current utility bill, phone bill, mortgage statement, or lease agreement)

All facilities listed in this application have a minimum three (3) hour rental.

All Non-Profit Organizations claiming Group C must provide a copy of their 501-C-3 certification at the time of application in order to receive Group C rates.

The City of Imperial Beach will require all appropriate fees and deposits to be paid in full at the time the application is submitted. The room rental will not be reserved and confirmed until all appropriate fees are paid in full.

Check the Group Classification that applies to you: *(See policy for group descriptions. Please note staff is authorized to make the final group determination upon review of the completed application):*

Group A (Official City Use/Function-City Sponsored event):

Group B (Non-Profit 501-C-3):

Group C (Recreational, Educational, Service or Civic Community Groups, and Youth Organizations):

Group D (Government Agencies):

Group E (Resident, Individual):

Group F (Non-Resident, Individual):

Group G (Commercial Use):

Facility requesting for use: *Please check one*

Marina Vista Center Community Room

Today's Date: _____

Group/Organization Name: _____

Applicant's Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail: _____

Additional Contact Person: (required) _____

Phone #: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Requested Event Date: _____

Set Up Time: _____ to _____ Actual Event Time: _____ to _____

Tear Down Time: _____ to _____ **Total Facility Use Time (# of hours):** _____

Name of Event: _____

Number of Attendees: _____ Minors in attendance: Yes No

Age Range of Attendees: From _____ years of age to _____ years of age

Check one that applies: Private Event Open to the Public

Will this be a recurring monthly event? Yes No

(if yes, an additional form is required and additional approval by the City Manager or designee will be necessary)

Type of Event: Please check one

- | | | |
|--|---|---|
| <input type="checkbox"/> Wedding/Reception | <input type="checkbox"/> Birthday Party | <input type="checkbox"/> Sweet 15/16 |
| <input type="checkbox"/> Baptism | <input type="checkbox"/> Family Reunion | <input type="checkbox"/> Meeting/Conference |
| <input type="checkbox"/> Class | <input type="checkbox"/> Baby Shower | <input type="checkbox"/> Other: _____ |

Will you require the use of the city's tables? Yes No

Chairs? Yes No

****If you selected "yes"** a completed room set-up diagram must be included with this application.

****If you selected "no"** and will be using rented tables and chairs, you must use equipment from one of the approved vendors on the attached Approved Vendor/Caterer List.

Description of Event Decorations: _____

ADDITIONAL INFORMATION

- Will admission be charged? Yes No Amount \$ _____
- Will parking be charged? Yes No Amount \$ _____
- Will food be served? Yes No
- Will beverages be served? Yes No
- Will the kitchen be used? Yes No
- Will there be amplified sound? Yes No (If yes, Sound Permit is required)
- Will there be vendors/booths? Yes No
- Will you have an Air Jump? Yes No (If yes, Air Jump Permit is required)

Please check the box of any additional equipment you will require from the city:

- Podium \$15.00
- Portable Projector \$25.00
- Portable Projector Screen \$25.00
- 2 Portable Speakers and Microphone \$25.00
- TV \$25.00

Will you be using any companies for food service/ Photography/ rentals/ decorating/ entertainment?
 Yes No

If yes, list the name, address and phone number for each company/caterer that will be used at your event (Please Note: If you are using a company/caterer for your event, they will be required to have the proper Business Licenses and Food Permits on file with the City by the date of your event or your Facility Use Permit will NOT be issued) **** Please use additional sheet of paper if necessary.**

1) _____

2) _____

3) _____

INSURANCE REQUIREMENTS

Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage. This is mandatory. Applicant **MUST** provide the Certificate of Insurance listing the City of Imperial Beach as an additional insured with liability coverage of \$1,000,000 as a minimum. Applicant agrees to provide insurance Coverage as required or to pay full costs of insurance provided through the City's policy. _____ (applicant's initials)

I, _____, applicant, and authorized representative of the group/organization submitting this application, certify that I am twenty one (21) years of age or older. I have been given a copy of the facility use policy, rules, regulations, and guidelines, and I agree for my group/organization to conform to all of its provisions.

I, the undersigned, hereby certify to abide by the regulations governing said facility and agree to abide by all City of Imperial Beach ordinances and facility rules and policies. Further, I agree to be personally responsible for any damage/loss sustained by the ground, building, furniture, or equipment, or clean up occurring through the occupancy of said facilities. If any damage/loss to any of the above is found after event, arising or caused by use of said facility, the security/damage deposit will be kept in the amount of the estimated damages/losses. If the damage/loss amount exceeds the deposit amount, the City of Imperial Beach will bill the applicant for any remaining balances due.

The applicant waives all claims against the City of Imperial Beach (herein known as "CITY"), its officers, agents and employees, for losses or damages caused by, arising out of, or in any way connected with the exercise of this permit and Applicant agrees to hold harmless, indemnify, and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by Applicant of the rights hereby permitted, except those arising out of the sole negligence of City.

Print Name: _____ **Date:** _____

Sign Name: _____

For Office Use Only

Group Classification: _____ **Hourly Rate \$** _____ **Total Hours:** _____

Total Hourly Fees Due \$ _____ **Deposit Amount Due \$** _____

Equipment Fees Due \$ _____ **Additional Fees Due \$** _____

Total Amount Due \$ _____

Date: _____ **Received by:** _____

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	POLICY NUMBER: 801	PAGE Page 1 of 6
ADOPTED BY: Resolution No. 1995-4456 AMENDED BY: Minute Action AMENDED BY: Minute Action AMENDED BY: Resolution No. 2006-6372 AMENDED BY: Resolution No. 2008-6659	DATED: February 15, 1995 DATED: May 6, 1998 DATED: October 21, 1998 DATED: July 5, 2006 DATED: August 6, 2008	

BACKGROUND

On February 15, 1995, City Council established Policy 801, regulating use permits for parks and recreation facilities. Upon review, Council Policy 801 actually governs the use of City facilities only. The use of public parks and facilities is governed by Chapter 12 of the Imperial Beach Municipal Code. In 2006, Council adopted Resolution No. 2006-6372 amending Policy 801 and the procedures and fees for use of the Marina Vista Center. Staff revised Policy 801 to provide for procedures and fees for the use of other City facilities. Staff identified three facilities that have historically been offered to outside agencies and/or organizations for use and/or rental: 1) Marina Vista Center, 2) Dempsey Holder Safety Center, and 3) Sports Park Recreation Center.

PURPOSE

The purpose of the 801 Policy is to provide standardized procedures and fees for use of City facilities.

POLICY

1. City facilities are available for recreation activities under the following order of priority.
 - a. Department programs.
 - b. City-organized senior citizen programs.
 - c. City youth organizations devoted to character building and other groups of school age children under adult leadership.
 - d. City-organized adult recreational groups.
 - e. Other City adult groups/units, for social or special activities.
2. City facilities are available to other groups only when City-sponsored programs are not scheduled.
3. Facility assignments will be made by the City Manager's Office, based on the size of the group and availability of buildings.
4. This policy is not intended to replace Resolution No. 2001-5512, Fee and the Guidelines for the Use of Public Facilities and Property, Dempsey Holder Safety Center but to make the Guidelines more restrictive and standardized. In any conflict between Resolution No. 2001-5512 and Council Policy 801, the more restrictive guideline or higher fee will prevail.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	POLICY NUMBER: 801	PAGE Page 2 of 6
ADOPTED BY: Resolution No. 1995-4456 AMENDED BY: Minute Action AMENDED BY: Minute Action AMENDED BY: Resolution No. 2006-6372 AMENDED BY: Resolution No. 2008-6659	DATED: February 15, 1995 DATED: May 6, 1998 DATED: October 21, 1998 DATED: July 5, 2006 DATED: August 6, 2008	

GROUP CLASSIFICATIONS:

1. Program Groups: Originated or co-sponsored by the City or its contract agent for recreational or other purposes.
2. Correlated Groups: Imperial Beach organizations determined by the City of Imperial Beach which are community service based, non-profit, and/or provide youth-related services that promote the furtherance of community programs, events, and activities. Non-profit organizations must verify status for consideration by the City Manager. Educational institutions/classroom uses are included in this group.
3. Civic, Social, or Veteran Groups: Imperial Beach organizations determined by the City of Imperial Beach to be democratic, non-exclusive in character and organized for civil or social purposes, with membership open to the public or designated elements thereof. Group activities or programs must demonstrate or promote a public benefit to the community or designated elements thereof for consideration by the City Manager.
4. Private or Closed Groups: Groups, which by nature exclude the general public, such as birthday parties, weddings, receptions, etc. This group is further classified as resident of the City of Imperial Beach or non-resident. City employees are eligible to receive resident status.
5. Special or Commercial Groups: Groups who hold trade shows, special displays, fund-raising events to perpetuate special interests, unions and employee associations.

FACILITY USE RULES AND REGULATIONS:

1. Use of the Dempsey Holder Safety Center will be restricted to Program Groups and Correlated Groups ONLY. No other group classification will be permitted to utilize this facility.
2. Permits for the use of the Dempsey Holder Safety Center and the Marina Vista Center facilities must be obtained from the Public Safety Department. Permits for the use of the Sports Park Recreation Center must be obtained from the Sports Park Recreation Office.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	POLICY NUMBER: 801	PAGE Page 3 of 6
ADOPTED BY: Resolution No. 1995-4456 AMENDED BY: Minute Action AMENDED BY: Minute Action AMENDED BY: Resolution No. 2006-6372 AMENDED BY: Resolution No. 2008-6659	DATED: February 15, 1995 DATED: May 6, 1998 DATED: October 21, 1998 DATED: July 5, 2006 DATED: August 6, 2008	

3. Non-refundable and/or refundable deposits may be required to reserve certain facilities.
4. Permits will not be issued to any person under 18 years of age. At any event where minors are present, at least one adult must be present for every 15 minors during the event.
5. All reservations for facilities must be submitted in writing. No verbal or telephonic reservations will be accepted.
6. Use of facilities will be limited to the time specified on the permit. This includes time for preparation and cleanup.
7. All regular reservations are subject to periodic review and cancellation after due notice.
8. Applicant will be held financially responsible for damage to facilities and equipment.
9. The applicant is responsible for any lost or stolen equipment, control of the attendees, and for limiting sound from the event to a reasonable level. In accordance with Section 9.32.030 of the Imperial Beach Municipal Code, sound from the event should not be audible at 50 feet from the building after 10:00 P.M.
10. Any permit may be revoked without previous notice where conflicting dates have resulted or where need of property for governmental purposes has subsequently developed.
11. The use of municipal buildings or facilities shall not be granted, permitted, or suffered to any individual, society, group or organization which has as its objective or as one of its objectives the overthrow, or advocacy of the overthrow of the present form of government of the United States or the State of California, by force or violence or other unlawful means.
12. Buildings and facilities including parking and surrounding areas are to be left in a clean and orderly condition.
13. Tables and chairs will be set up in advance and will be cleaned, inspected, and secured by City personnel. If a special configuration is desired for the setup, the applicant must provide the desired configuration with the application.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	POLICY NUMBER: 801	PAGE Page 4 of 6
ADOPTED BY: Resolution No. 1995-4456 AMENDED BY: Minute Action AMENDED BY: Minute Action AMENDED BY: Resolution No. 2006-6372 AMENDED BY: Resolution No. 2008-6659	DATED: February 15, 1995 DATED: May 6, 1998 DATED: October 21, 1998 DATED: July 5, 2006 DATED: August 6, 2008	

14. Applicant, or a designated responsible person, must be available at opening and remain in the building until the designated closing time.
15. Serving of refreshments containing alcohol is discouraged in any public building or on any public park, public playground or public parking lot, nor shall any alcoholic beverage be consumed in any public building or facility without having received the required permit from the City Manager of the City of Imperial Beach as outlined in the Municipal Code for the City of Imperial Beach.
16. Rules governing activities conducted by and for minors are contained in Section 9.08.020 of the Imperial Beach Municipal Code. "NO ALCOHOL WILL BE SERVED TO MINORS, ALL APPLICABLE LAWS WILL BE ENFORCED."
17. No use permits will be issued for any legal holiday.
18. Applications will be considered on a first come, first serve basis.
19. Insurance Requirements:
 - a. Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage with a minimum limit of \$1,000,000. The City Manager may require higher limits as appropriate.
 - b. Prior to use of any facility, applicant's insurance broker or carrier must issue certificates of insurance to be provided to the City. The certificate must include the following:
 - i. Date(s) of the event within the "policy effective" and "policy expiration" dates.
 - ii. Name of the insured on the certificate matches the name of the organization/individual on the application.
 - iii. The City of Imperial Beach must be listed as Additional Insured. The Port of San Diego must be listed as Additional Insured when using the Dempsey Holder Safety Center.
 - iv. Certificate holder address:

City of Imperial Beach
 825 Imperial Beach Boulevard
 Imperial Beach, CA 91932
 - c. Applicant may purchase special event insurance through the City of Imperial Beach.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	POLICY NUMBER: 801	PAGE Page 5 of 6
ADOPTED BY: Resolution No. 1995-4456 AMENDED BY: Minute Action AMENDED BY: Minute Action AMENDED BY: Resolution No. 2006-6372 AMENDED BY: Resolution No. 2008-6659	DATED: February 15, 1995 DATED: May 6, 1998 DATED: October 21, 1998 DATED: July 5, 2006 DATED: August 6, 2008	

20. Applicant shall agree to defend, indemnify, and hold harmless the City of Imperial Beach, its officers, and employees against all causes of action, for judicial relief of any kind, for damage to property of any kind whatsoever and to whomever belonging, including applicant, or injury to or death of any person or persons, including employees of applicant, resulting directly or indirectly from activities in connection with the issuance and performance of this permit or arising from the use of the property, facilities or services of the City of Imperial Beach and its officers or employees.
21. Failure to comply with any of these rules or other public safety laws during the use of any building or facility is grounds for revoking immediate and future permits by the City Manager or appointed representative.
22. The City Manager shall establish administrative procedures and fees for the use of Marina Vista Center, Dempsey Holder Safety Center, the Sports Park Recreation Center and other facilities as required subject to review and approval of the City Council.

Variations of policies and/or fees must have the approval of the City Manager.

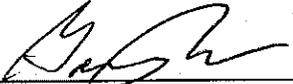
DEPOSITS, CHARGES AND FEES

1. All fees and deposits must be paid at the time of application. Fees and deposits, except the non-refundable reservation deposit, will be refunded if the Public Safety Department or the Sports Park Recreation Office, as applicable, is notified of the cancellation at least 5 business days prior to the scheduled time for an activity. If notice of cancellation is not received at least 5 business days prior to the scheduled time for an activity, the full rental fee will be charged.
2. A one-hour cleaning fee will be charged at the time of application. This fee is intended to cover staff time for cleaning the facility after use. If the post-activity inspection shows that the facility does not require cleaning, the cleaning fee will be refunded to the applicant. Sports Park Recreation Center Daily Use is exempt from this fee.
3. An opening and closing fee will be charged to all applicants for any facility use. Sports Park Recreation Center Daily Use is exempt from this fee.

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	POLICY NUMBER: 801	PAGE Page 6 of 6
ADOPTED BY: Resolution No. 1995-4456 AMENDED BY: Minute Action AMENDED BY: Minute Action AMENDED BY: Resolution No. 2006-6372 AMENDED BY: Resolution No. 2008-6659	DATED: February 15, 1995 DATED: May 6, 1998 DATED: October 21, 1998 DATED: July 5, 2006 DATED: August 6, 2008	

4. A refundable cash deposit will be required before any group is permitted to use any facility.
5. Program groups are exempt from all fees and deposits.
6. A financial report shall be filed with final payment of fees by groups which charge admission.
7. Additional fees will be charged for activities requiring leadership or services.
8. Imperial Beach organizations under group classification numbers 2 and 3, correlated groups and civic, social or veteran groups, may request no-fee use permits and/or rental fees for the City's recreational facilities and buildings. Applicants must submit a written request for City Manager approval at the time of the application to be eligible for consideration of a fee waiver.
9. Sports Park Recreation Center Daily Use is subject to additional rules and regulations as specified in the permit application as Attachment C2.
 - Attachment A Fee Schedule and Application for Use of Marina Vista Center
 - Attachment B Fee Schedule and Application for Use of Dempsey Holder Safety Center
 - Attachment C1 Fee Schedule and Application for Use of Sports Park Recreation Center
 - Attachment C2 Fee Schedule and Application for Daily Use of Sports Park Recreation Center

APPROVED BY:



 Gary Brown, City Manager

DATE: 8/4/09

RESOLUTION NO. 2008-6659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE AMENDMENT OF COUNCIL POLICY 801: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR FACILITIES AND ADOPTING THE AMENDED APPLICATION PROCEDURES, FEES AND GUIDELINES

WHEREAS, the City policies and regulations governing use permits for the Dempsey Holder Safety Center, Marina Vista Center, and Sports Park Recreation Center have not been amended since October 1998 except for adopting new Procedures and Fees for Use of Marina Vista Center in July 2006; and

WHEREAS, the City desires to standardize the policies and regulations governing use permits for the aforementioned City facilities in order to make them more efficient and effective and to incorporate all facilities under one Council Policy; and

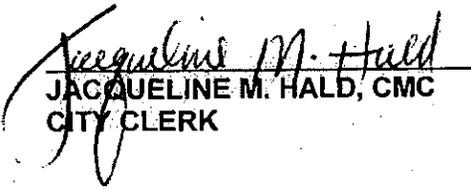
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the City Council amends Council Policy 801 and adopts the amended application procedures, guidelines and fees for City facilities, provided in the attachment to this resolution.

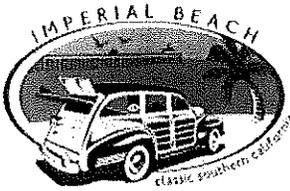
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

AYES:	COUNCILMEMBERS:	WINTER, MCLEAN, BRAGG, MCCOY, JANNEY.
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE


JAMES C. JANNEY, MAYOR

ATTEST:


JACQUELINE M. HALD, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

MEETING DATE: FEBRUARY 15, 2012

ORIGINATING DEPT: CITY MANAGER

SUBJECT: AUTHORIZATION FOR CITY MANAGER TO SIGN A LETTER EXTENDING A LICENSE BETWEEN THE CITY AND IMPERIAL BEACH WOMEN'S CLUB TO OCTOBER 30, 2030

BACKGROUND:

In 1980 the City granted a 25 year License with an extension option of 25 years to the Imperial Beach Women's Club to use an activity room free of charge at the Marina Vista Center at specified times – 10 days per year from noon to 5pm for their meetings and two Saturdays per year from 8am to 12am for fund raising activities. This License (attached) was granted in exchange for the Club constructing a storage room. The license also allows exclusive use of the storage room. The License allowed the Club to request the 25 year extensions "on such terms and conditions as the CITY and CLUB may mutually agree."

The License expired in 2005 without a request for renewal by the Club. Although the City did not have a legal obligation to notify the Club of the expiration, these kinds of problems can be avoided in the future with the new system being implemented by City Staff. City agreements, leases, licenses, etc. are being reviewed to establish a monitoring system. This project revealed the oversight with this License. The Club has been working with staff to resolve the issue and has sent a letter (attached) requesting the retroactive extension of the License from 2005 to 2030.

The Club has agreed to the revised conditions proposed by the City with regard to our current standards for Liability Insurance. The proposed letter from the City Manager approving the extension is attached.

At the July 6, 2011 City Council Meeting this item was removed from the Consent Calendar for further discussion. The item was continued and Staff was asked to return with an additional item dealing with non-profit use of City facilities.

DISCUSSION:

The 1980 License Agreement is attached for your review. Paragraph 3 indicates:

“Except as provided in paragraph 5 of this license, the term of this license shall be for 25 years, commencing on the date of execution of this license by the CITY. This license shall be renewable by the CLUB for an additional 25 years on such terms and conditions as the CITY and the CLUB may mutually agree.”

Paragraph 5 deals with the schedule for improvements and does not impact Paragraph 3.

Since the license agreement has already expired, the City does not have a legal obligation to renew the license pursuant to the terms under Paragraph 3 based on a legal analysis.

In Paragraph 6, the City reserved the right to terminate the agreement with 90 days written notice. If the City terminated the agreement within the first 25 years, there was a requirement to reimburse the Club on a pro-rata basis for the costs of the improvements. This repayment obligation is no longer applicable. If the Agreement is extended, the City still has the right to terminate it with 90 days notice.

The construction of the storage room was at no cost to the City. In 1980 the City Council determined that the benefit to the City warranted the License being issued for a maximum of 50 years (two 25 year terms). The Council also provided the opportunity to evaluate terms and conditions at the time of renewal after the first 25 years of the License.

The Imperial Beach Women’s Club is a charitable non-profit that supports local organizations through their fundraising. For example, over the last 5 years they have donated over \$22,000 to local groups such as: \$10,000 in scholarships to Mar Vista High School Students. Other donations have gone to the Mar Vista High School and Middle School Bands, the Imperial Beach Library, the Senior Center, Junior Lifeguard Program, etc.

Alternatives:

1. Terminate the License based on the expiration in 2005 and the interpretation that the request is not timely.
2. Terminate the License based on the provision allowing termination with 90 days notice. Since it is after the first 25 years, the need to reimburse the Club for the improvements is not required.
3. Authorize the City Manager to sign the letter extending the License Agreement based on the interpretation of the intent of the 1980 License Agreement.

FISCAL IMPACT:

Under the current Council Resolution and Fee Structure, the Women’s Club would pay \$5 per hour for the Marina Vista Room. The current policy gives the City Manager authority to waive the fee for this type of organization. Security deposits are also required. With a fee of \$5 per hour for this organization, the loss of revenue has been minimal.

CITY MANAGER'S RECOMMENDATION:

1. Authorize the City Manager to sign the letter extending the License Agreement with the Imperial Beach Women's Club.



Gary Brown, City Manager

Attachments:

1. Letter from Women's Club requesting extension
2. 1980 License Agreement
3. Draft Letter from City Manager approving extension



Imperial Beach Woman's Club
Marina Vista Room
1075 8th Street
Imperial Beach CA 91932

2011 JUN 16 P 2:00

June 16, 2011

Mr. Gary Brown
City Manager
City of Imperial Beach
825 Imperial Beach Blvd
Imperial Beach CA 91932

Dear Mr. Brown:

The Imperial Beach Woman's Club would like to request The City of Imperial Beach for an extension of our use agreement for the Marina Vista Community Center with the City of Imperial Beach for an additional 25 years retroactive back to October 30, 2005 based on our original agreement October 30, 1980.

Thank you very much for your time and consideration.

Sincerely,

Katrinka Sieber
Katrinka Sieber
President

LICENSE

THIS LICENSE, made and executed at Imperial Beach, California, on OCTOBER 30, 1980, between the CITY OF IMPERIAL BEACH, a municipal corporation, (hereinafter the "CITY") and the WOMEN'S CLUB OF IMPERIAL BEACH (hereinafter the "CLUB").

IT IS AGREED by and between the parties hereto as follows:

1. GRANT OF LICENSE, STORAGE ROOM. The CITY hereby grants a license to the CLUB for the exclusive use of a storage room to be built as an extension of the south side of the community center located in Marina Vista. Said storage room is more particularly described in paragraph 4 of this license agreement.

2. GRANT OF LICENSE, ACTIVITY ROOM. The CITY hereby grants a license to the CLUB for the use of the south activity room of the community center within Marina Vista Park as a meeting room.

(a) on the first Tuesday of each month, except July and August, from 12:00 P.M. to 5:00 P.M. or on such other days or at such other times as the CITY and the CLUB may mutually agree, and

(b) on two Saturdays per year from 8:00 A.M. to 12:00 A.M. for fund raising activities. The CLUB shall give the CITY 90 days written notice of its intention to use said room for fund raising activities. All use of the premises by the CLUB shall be subject to all applicable CITY rules and regulations not inconsistent with the terms of this license.

3. Except as provided in paragraph 5 of this license the term of this license shall be for 25 years, commencing on the date of execution of this license by the CITY. This license shall be renewable by the CLUB for an additional 25 years on such terms and conditions as the CITY and the CLUB may mutually agree.

4. In consideration for the execution of this license the CLUB agrees to make the following described improvements to the community center:

(a) construct the storage room substantially in conformance with the plans attached hereto marked Exhibit "A".

(b) re-landscape the area south of the community center building including reinstallation of the sprinkler system.

(c) install new fire retardant drapes across the east windows of the south activity room.

(d) re-paint the interior of the south activity room.

(e) install a new acoustical ceiling and new lighting in the South activity room as the CLUB and the City Manager agree.

All plans and specifications shall require normal City inspection and approval which shall not be unreasonably withheld and CLUB shall obtain at its expense all required permits. All material used such as, but not limited to, drapery material, paint, light fixtures, etc. shall be subject to the approval of the City Manager.

5. IMPROVEMENT SCHEDULE. The CLUB shall commence the construction and installation of the improvements within 90 days of the execution of this Agreement. Such improvements shall be completed no later than 270 days from the execution of this Agreement.

6. TERMINATION OF AGREEMENT. In the event the CLUB fails to make the improvements required by Section 4 of this Agreement, CITY shall have the right to terminate this Agreement without liability to the CLUB. CITY reserves the right to terminate this Agreement at any time after giving CLUB 90 days written notice of its intention to do so. In the event CLUB makes the improvements required by paragraph 4 of this Agreement and CITY elects to terminate this Agreement within the first twenty-five (25) years of the term of this Agreement, CITY agrees to reimburse CLUB on a pro-rata basis for its out-of-pocket expense in making such improvements.

7. NONLIABILITY OF CITY. The CITY shall not be liable at any time for any loss, damage, or injury to property or persons occasioned by or arising out of any act or omission of the CLUB or the occupancy or use of the improvements listed in Paragraph 4 during the term of this license, the CLUB hereby covenanting and agreeing to indemnify and save harmless the CITY from all such liability.

8. LIABILITY INSURANCE. The CLUB further agrees to take out and keep in force during the life hereof at the CLUB'S expense public liability insurance in companies and through brokers approved by CITY to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises constructed by the CLUB, the liability under such insurance to be not less than \$100,000.00 for any one person injured, or \$200,000.00 for any one accident, or \$25,000.00 for property damage. These policies shall insure the contingent liability of the CITY and are to be filed with the CITY, and the CLUB is to obtain a written obligation on the part of the insurance carriers to notify the CITY in writing prior to any cancellation thereof, and the CLUB agrees that if the CLUB does not keep such insurance in full force and effect the CITY may take out the necessary insurance and pay the premium and the repayment thereof shall be deemed to be part of the rental and payment as such shall be immediately due and payable.

9. COMPLIANCE WITH LAW. The CLUB shall, at it's sole cost and expense, comply with all of the requirements of all Municipal State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of the CLUB in any action or proceeding against the CLUB, whether CITY be a party thereto or not, that the CLUB has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between CITY and the CLUB.

10. NONASSIGNABILITY. This Agreement shall not be assignable by CLUB.

IN WITNESS WHEREOF the CITY and the CLUB have executed this Agreement on the 30th day of OCTOBER, 1980, first hereinabove written.

CITY OF IMPERIAL BEACH, a municipal corporation

By Brian P. Bilbray
BRIAN P. BILBRAY
CITY OF IMPERIAL BEACH

ATTEST:

A. George Ramo
A. GEORGE RAMO
CITY CLERK
CITY OF IMPERIAL BEACH

APPROVED AS TO FORM:

Clifton E. Reed
CLIFTON E. REED
CITY ATTORNEY
CITY OF IMPERIAL BEACH

WOMEN'S CLUB OF IMPERIAL BEACH

By Mary E. Nichols, Pres.
Mary Bullock

February 15, 2012

Katrinka Sieber
President
Women's Club of Imperial Beach
1075 8th Street
Imperial Beach, CA 91932

Dear Ms. Sieber,

RE: Extension of October 30, 1980 License between the Imperial Beach Women's Club and the City of Imperial Beach relating to the use of the Marina Vista Center

Dear Ms. Sieber:

Thank you for your letter of June 16, 2011 requesting a retroactive extension of the October 30, 1980 agreement with the City regarding the Marina Vista Center. This letter is to confirm the extension by the City until October 30, 2030. The background and conditions of this extension are outlined below.

The 1980 License gave the Club the use of the south room in the Marina Vista Center one Tuesday per month and two Saturdays per year without charge. In addition, the License gave exclusive use of the storage room that the Club constructed.

The Agreement expired on October 30, 2005. However, the License also gave the Women's Club the right to ask for a 25 year extension subject to new terms and conditions as the City and Club may agree to include.

As you know, the License provides for the free use of the room, however, there is still a need for a Facility Use Application for the use of the room.

To retroactively extend the License, the City requires that the insurance provisions in the 1980 Agreement be modified. Our current standard is \$1million of general liability insurance per occurrence with an aggregate of \$2 million. The City also requires a certificate of insurance naming the City as additional insured. You have already

provided this certificate which complies with our requirements. The City notes that your coverage is from February 1, 2011 to February 1, 2012. The Club should file this Insurance Certificate annually with the City Manager's Office.

Thank you for helping to resolve this issue. Please contact me at (619) 423-8303 if you have any questions.

Sincerely,

Gary Brown
City Manager
City of Imperial Beach

cc: Nancy Dayton
City Clerk
City Manager's File

Attachment: 1980 License Agreement

DRAFT



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: FEBRUARY 15, 2012
ORIGINATING DEPT.: PUBLIC WORKS *CH Acting PU Director*
SUBJECT: RESOLUTION TO AWARD GEOTECHNICAL ENGINEER AND GEOLOGIST SERVICES CONTRACT TO GEOCON INCORPORATED

BACKGROUND: In the past, the City has generally advertised for Geotechnical Engineer Services as the need for services has occurred. The process of advertising for Geotechnical Engineer Services for every task or project necessary to maintain was very time consuming and sometimes lead to inconsistencies or loss of continuity between City projects. An alternative is to have a consultant under contract for a designated period of time that is available for Geotechnical engineer services across multiple project issues, problems or tasks. It is staff's belief that the City would be better served to have an "on-call" Geotechnical engineer to address the needs of the City over the next 5 years thus creating greater continuity and reduce the time to bring capital projects to construction.

DISCUSSION: Keeping with the above consideration, staff prepared and advertised a RFQ from firms that could perform the following scope of work for the City:

The City is soliciting Request for Qualifications from a qualified Firm for full soils evaluations with detailed soils reports which included construction level repair recommendations. Surface evaluation, subsurface exploration coring, boring log, r-value test results, grain size distribution, soils classification according to the Unified Soils Classification System (Showers and Sowers, 1979), laboratory testing of earth materials collected, and ground water evaluations.

A qualified Firm provides technical and field level advice and recommendation for soils evaluations or questions as needed.

A qualified Firm shall work with design engineers to solve project design conditions.

The scope of work includes providing Geotechnical and Geologic review of reports and plans submitted by engineers, other design professionals or developers.

Ten proposals were received. All ten proposals were independently evaluated and ranked relative to the criteria found in the RFQ by 4 members of City staff. Through this process, it was recommended that Geocon Incorporated be contracted to provide Geotechnical Engineer and Geologist Services for the City on an "as needed" basis to perform the above listed tasks.

Staff has met with a Geocon Incorporated representative and agreed to the terms of the agreement as shown in Attachment 2.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

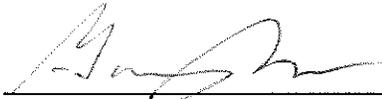
All expenses to be incurred for Geotechnical Engineer and Geologist Services will be included as part of the individual project budget approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget. Without a task or project assigned to the Geotechnical Engineer for services, there would be no expenses. This is an "on call" agreement.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approve an Agreement with Geocon Incorporated for Geotechnical Engineer and Geologist Services as shown in Attachment 2.
3. Authorize the City Manager to sign the Agreement as shown in Attachment 2.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7156
2. Geotechnical Engineer and Geologist Services Agreement – Exhibit A to Resolution No. 2012-7156

RESOLUTION NO. 2012-7156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A GEOTECHNICAL ENGINEER AND GEOLOGIST SERVICES CONTRACT TO GEOCON INCORPORATED

WHEREAS, in the past, the City has generally advertised for Geotechnical Engineer Services as the need for services has occurred; and

WHEREAS, the process of advertising for Geotechnical Engineer Services for every task or project necessary as designed was very time consuming and sometimes lead to inconsistencies or loss of continuity between City projects; and

WHEREAS, an alternative is to have a consultant under contract for a designated period of time that is available for Geotechnical Engineer services across multiple issues, problems or tasks; and

WHEREAS, it is staff's belief that the City would be better served to have an "on-call" geotechnical engineer to address the needs of the City over the next 5 years thus creating greater continuity and reduce the time to bring capital projects to construction; and

WHEREAS, keeping with the above consideration, staff prepared a RFQ from firms that could perform the necessary Geotechnical Engineer Services tasks for the City; and

WHEREAS, through an independent evaluation of the ten proposals received it was recommended that Geocon Incorporated be contracted to provide Geotechnical Engineer and Geologist Services for the City on an "as needed" basis; and

WHEREAS, all expenses to be incurred for Geotechnical Engineer Services will be included as part of the individual project O&M budget approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. The agreement with Geocon Incorporated for Geotechnical Engineer and Geologist Services is approved.
3. The City Manager is authorized to sign the agreement with Geocon Incorporated for Geotechnical Engineer and Geologist Services as shown in Exhibit A.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of February 2012, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

FOR
GEOTECHNICAL ENGINEER AND GEOLOGIST SERVICES

This Agreement, entered into this _____ day of _____, 2012, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and GEOCON INCORPORATED (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to hire an Engineer to provide as needed services in geotechnical engineering and geologist services; and

WHEREAS, CITY desires to hire the most qualified responsive proposal; and

WHEREAS, CONSULTANT is a(n) Engineering firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT as shown in Exhibit C entitled "Response to Request for Qualification/Proposals for Consultant Services for Geotechnical Engineer and Engineering Geologist Firms" dated Thursday, December 1, 2011.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Request for Qualifications/Proposals for Geotechnical Engineer & Engineering Geologist", attached hereto and made a part hereof. Pursuant to Exhibit A, CONSULTANT scope of services shall include, but not be limited to:

1. Full soils evaluations with detailed soils reports which included construction level repair recommendations. Surface evaluation, subsurface exploration coring, boring log, r-value test results, grain size distribution, soils classification according to the Unified Soils Classification System (Showers and Sowers, 1979), laboratory testing of earth materials collected, and ground water evaluation.

2. On call services for soils compaction testing.
3. Provide technical and field level advice and recommendation for soils evaluations or questions as needed.
4. Work with design engineers to solve project design conditions.
5. Ability to process several project's for the City simultaneously.
6. Geotechnical and Geologic review of reports and plans submitted by engineers, other design professionals or developers.
7. Attend meetings as requested.
8. Consult with the City Engineer/Inspector on grading and construction projects when requested.
9. Maintain organized detailed files and records for City projects and tasks.
10. Project's tasks shall be documented and photographed.
11. Report/email status of projects and task to the City on a bi-weekly basis.
12. Records and reports shall be made available to the City in electronic format upon request.

- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, as approved by the City for basic services rendered under this Section 2, as more particularly described in Exhibit A. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.
- F. On January 1, 2013, and each year on that date thereafter, CONSULTANT hourly billing rate, provided in Exhibit "B", shall adjust in an amount not to exceed the All Urban Consumer-San Diego Area Consumer Price Index (CPI). The CPI adjustment shall be based upon the most recent 12 month CPI from July 1 through June 30 of the previous year. If the most recent CPI is

negative, there shall be no adjustment. Notwithstanding the foregoing, in no event shall the adjustment exceed five (5) percent.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Public Works Director, currently H. A. Levien, is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

Section 7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

Section 13. INSURANCE.

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY by certified mail. Coverage shall include appropriate waivers of subrogation as to the City. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

Section 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior

written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

H.A. Levien
Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

John Hoobs, CEG
Project Manager
Geocon Incorporated
6960 Flanders Drive
San Diego, CA 92121

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following Exhibits are a part of this Agreement: **(A) Request for Qualifications/Proposal and Proposal dated November 10, 2011, (B) GEOCON 2009 Schedule of Fees and (C) GEOCON "Response to Request for Qualifications/Proposals for Consultant Services for Geotechnical Engineer and Engineering Geologist Firms" dated Thursday, December 1, 2011.** No change,

alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or

loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" and "B" are appended to this Agreement. Exhibit "C" is incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,
A municipal corporation

City Manager

APPROVED AS TO FORM:

City Attorney

CONSULTANT/CONSULTANT:

Geocon Incorporated

John Horba / V.P.

Name/Title of Signatory

APPROVED AS TO CONTENT:

Public Works Director

Exhibit A – Request for Qualifications/Proposals

See Following Page

CITY OF IMPERIAL BEACH



REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
CONSULTANT SERVICES
FOR
GEOTECHNICAL ENGINEER & ENGINEERING GEOLOGIST

Public Works Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 424-2214

Date: 11-10-11

TABLE OF CONTENTS

NOTICE ADVERTISING RFQ/P 3

INTRODUCTION 4

SCOPE OF WORK 4

PUBLIC DISCLOSURE..... 5

SUBMISSION FORMAT AND CONTENT 5

SUBMISSION SCHEDULE 6

SUBMISSION SELECTION PROCESS 7

SUBMISSION EVALUATION CRITERIA..... 7

TERMS AND CONDITIONS..... 7

INSURANCE..... 8

DUE DILIGENCE 8

CONFLICTS OF INTEREST 8

AGENCY CONTACT..... 8

Attachments:

1. Professional Services Agreement

**CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
GEOTECHNICAL ENGINEER & ENGINEERING GEOLOGIST**

NOTICE ADVERTISING FOR QUALIFICATIONS / PROPOSALS

Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of 4:00 P.M., on December 1, 2011 for performing work as follows:

**CITY OF IMPERIAL BEACH
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
GEOTECHNICAL ENGINEER & ENGINEERING GEOLOGIST**

The proposal shall be enclosed in a sealed envelope addressed to the City of Imperial Beach, California, or if sent by messenger, shall be delivered to the Administrative Services Department, City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California. The envelope shall be plainly marked on the upper left hand corner with the name and address of the bidder and bear the words "Proposal For" followed by the name of the item and the date and hour of the bid closing.

Copies of the RFQ/P may be acquired (1) from the City's website (www.cityofib.com), or (2) from Construction Bidboard (www.ebidboard.com),

The City Council reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law.

INTRODUCTION

Imperial Beach is the "Most Southwesterly City in the Continental United States," and was incorporated as a General Law City in 1956. It is bordered on the north by a U.S. Naval Communication Station within the City of Coronado's jurisdiction and the southern shore of San Diego Bay, on the east by the City of San Diego, on the south by the U.S./Mexican border, and on the west by the Pacific Ocean.

The City's population is 26,337 based on 2010 U.S. Census, and is 4.5 square miles in area, 40-percent of which is open space. The terrain is generally flat to gently sloping. The highest ground elevation is 45 feet above sea level; however, the major portion of the area is below 30 feet in elevation. Located between the discharge of two drainage basins and close to the ocean, the City has a high ground water table, which tends to fluctuate with tidal conditions. Its coastal setting and Mediterranean climate provided a unique and attractive living environment. The community enjoys a variety of excellent views and recreational opportunities. Imperial Beach is a destination for surfing, walking, bird watching, bicycling, fishing, and other shore and marine activities. Currently there are a total of 9,783 housing units, of which 5,944 are multi-family units within the City.

SCOPE OF WORK

The City of Imperial Beach is soliciting Requests for Qualifications/Proposals from qualified geotechnical engineering and engineering geologist firms to provide consultant services applicable to the regulations and policies of the State of California for a period of five years.

Geotechnical engineering and engineering geologist firm shall have the capacity, experience and expertise to provide services as followings but not limited to:

1. Full soils evaluations with detailed soils reports which included construction level repair recommendations. Surface evaluation, subsurface exploration coring, boring log, r-value test results, grain size distribution, soils classification according to the Unified Soils Classification System (Showers and Sowers, 1979), laboratory testing of earth materials collected, and ground water evaluation.
2. On call services for soils compaction testing.
3. Provide technical and field level advice and recommendation for soils evaluations or questions as needed.
4. Work with design engineers to solve project design conditions.
5. Ability to process several project's for the City simultaneously.
6. Geotechnical and Geologic review of reports and plans submitted by engineers, other design professionals or developers.
7. Attend meetings as requested.
8. Consult with the City Engineer/Inspector on grading and construction projects when requested.

9. Maintain organized detailed files and records for City projects and tasks.
10. Project's tasks shall be documented and photographed.
11. Report/email status of projects and task to the City on a bi-weekly basis.
12. Records and reports shall be made available to the City in electronic format upon request.

GENERAL REQUIREMENTS

- A. Consultant shall be a registered Engineering Geologist in the State of California.
- B. Consultant shall be a Professional Geologist in the State of California.
- C. Mileage, material, equipment, permits, copies and faxes are not separately reimbursable expenses, but shall be provided as an individual item in the project bid cost.
- D. Consultant shall review the attached sample Professional Services Agreement and note agreement with executing the agreement or describe the item/s in question in the cover letter.
- E. This Proposal shall be made part of the Professional Services Agreement.
- F. The City shall require a cost proposal from the Geotechnical Engineering and Engineering Geologist Firm for each project or task. A purchase order will be created to process payments.

PUBLIC DISCLOSURE

As a general rule, all documents received by the City are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submission deadline, any document(s) submitted will be subject to public disclosure.

SUBMISSION FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submission on the "Scope of Work.")

Submission Cover- Include the Request for Proposal's title and submission date, the name, address, fax number, and the telephone number of the principal firm. Also the contact name and e-mail address of the Project Manager should be included.

Table of Contents – Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter- The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe how the delivery of services will be provided to the City, including the location of the firm's offices and the response time to the City's requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. The signatory shall be a person with official authority to bind the company.
- II. Qualifications and Experience- Describe the team's experience in providing Geotechnical Engineering and Engineering Geologist Services. The firms' experiences in the past three (3) years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. When listing sub-consultants, describe the listed experience and the exact tasks that each firm will perform.
- III. Project Personnel- Identify the contact person with primary responsibility for this project, other projects personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume of each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The resumes shall include at least two references from recent previous assignments.
- IV. Task and deliverables – Describe the tasks and deliverables to administer, manage, and produce the Geotechnical Engineering and Engineering Geologist Services. Project planning is critical to the City. In order to maintain control of project schedules from design through the end of construction the City is to be provided a table, which outlines a design schedule by calendar days. Your tasks and deliverables may vary according to the scope of work.

Invoices shall be submitted upon completion of deliverables.
- V. Insurance and Other Information- Describe the insurance coverage of the firms and any other pertinent information regarding this procurement.
- VI. Schedule of Rates – Provide a Schedule of Rates in a sealed envelope.

SUBMISSION SCHEDULE

The advertisement, receipt, and evaluation of submission and the selection of the provider of consultant services will conform to the following schedule. (Note: These dates are provided for planning purposes. And may be altered by the City as necessary to meet project goals.)

Advertisement of RFP	<u>11-10-11</u>
Proposal Due Date	<u>12-1-11</u>
Proposal Review	<u>12-12 to 16-2011</u>

Interviews	<u>1-9 to 13-2012 (if needed)</u>
City Approval	<u>2-1-12</u>
Notice to Proceed	<u>2-15-12</u>

Two (2) original (one unbound and suitable for reproduction) and six (6) copies of the submission shall be delivered on the Proposal Due Date listed on the Notice Advertising for RFQ to:

Mr. H.A. (Hank) Levien, Director of Public Works
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Copies received by FAX shall not be deemed received.

PROPOSAL SELECTION PROCESS

The City's Selection Committee will review submissions that meet the outlined requirements stated herein. The Committee will "short-list" the most qualified firms, utilizing the selection criteria listed below. In the event that the Selection Committee requires an interview, it is mandatory that all principals firms and the designated project managers attend.

PROPOSAL EVALUATION CRITERIA

Proposals received by the City will be evaluated according to the criteria listed below:

- Conformance to the specified RFP format;
- Organization, presentation, and content of the submission;
- Specialized experience of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;
- Proposed tasks and deliverables to accomplish the work in a timely and professional manner;
- Proximity to the City of Imperial Beach;
- Work similar to Imperial Beach geology
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFP unless the City, at its sole discretion, decides to modify or waive the insurance requirements
- Relative construction experience (compaction, concrete strength test, soil gradation, asphalt nuclear testing.
- Ability to perform soils borings.

TERMS AND CONDITIONS

Issuance of this RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the City.

The City retains the right to reject all submissions. Selection is also dependent upon the negotiation of a mutually acceptable agreement with the successful respondent. Each submission shall be valid for not less than one hundred twenty (120) days from the date of receipt.

INSURANCE

The firm(s) selected to perform the work described in this RFP will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of Imperial Beach, selected consultants, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waved by the City.

DUE DILIGENCE

The information provided in this RFP, including site description and planning requirements, is to assist respondents with information the City has assembled in this preliminary stage of the project. Any respondent selected will be expected to conduct its own due diligence in these and all matters prior to commencement of this development. The City makes no representations or warranties with respect to these matters.

CONFLICT OF INTEREST

Please note that California Law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Proposals. The law further defines a public official very broadly to include members of the advisory board that are not actual parties to contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal is submitted are urged to contact the City immediately.

CITY CONTACT

The City looks forward to receiving a submission from you. If you have any questions regarding this RFP, please contact the CIP Manager identified below:

Vicki Madrid
CIP Manager
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone (619) 424-2214 FAX (619) 429-4861
Email vmadrid@cityofib.org

Exhibit B – 2009 Schedule of Fees

See Following Page



G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



**2009 SCHEDULE OF FEES
GEOTECHNICAL**

PROFESSIONAL SERVICES	
Word Processor/Non-Technical Assistant/Draftsman.....	\$70/hr.
Engineering Assistant/Lab Technician.....	*80/hr.
Special Inspector.....	*70/hr.
Engineering Field Technician (Including Vehicle and Nuclear Gauge).....	*85/hr.
Senior Engineering Field Technician (Including Vehicle and Nuclear Gauge).....	*90/hr.
Staff Engineer/Geologist.....	100/hr.
Senior Staff Engineer/Geologist.....	110/hr.
Project Engineer/Geologist.....	120/hr.
Senior Project Engineer/Geologist.....	130/hr.
Senior Engineer/Geologist.....	150/hr.
Associate Engineer/Geologist.....	180/hr.
Principal Engineer/Geologist/Litigation Support.....	220/hr.
Deposition or Court Appearance.....	400/hr.
Overtime and Saturday Rate.....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Per Project
Minimum Field Services Fee (per day or call-out).....	2 Hours
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.....	\$25/hr.

TRAVEL	
Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$150/day

EQUIPMENT & MATERIALS	
Nuclear Gauge.....	Included in Technician Rate
Coring Machine (concrete, asphalt, masonry).....	\$175/day
Generator/Air Compressor.....	100/day
Asphalt Cold Patch, 60-lb. sack.....	17/bag
Concrete, 60-lb. sack.....	17/bag
GPS Unit.....	160/day
Outside Services/Equipment/Materials.....	Cost + 15%

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557).....	\$175/ea.	Resistance Value, R-Value (D2844/CAL301).....	\$250/ea.
6-inch mold (D1557).....	190/ea.	R-Value, Treated (CAL301).....	260/ea.
California Impact (CAL216).....	180/ea.	California Bearing Ratio (D1883).....	525/ea.
Check Point.....	85 /ea.	Stabilization Ability of Lime (C977).....	180/ea.

SOIL AND AGGREGATE PROPERTIES			
#200 Wash (D1140/C117).....	\$55/ea.	Moisture Determination, tube sample (D2216).....	\$21/ea.
Wet Sieve Analysis to #200 (D422).....	80/ea.	Moisture Determination and Unit Weight (D2937).....	42/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	126/ea.
Sieve Analysis with Hydrometer (D422).....	150/ea.	Sand Equivalent (D2419).....	85/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	130/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.

LABORATORY TESTS	
------------------	--

<p>SHEAR STRENGTH</p> <p>Unconfined Compression (D2166)..... \$95/ea. Direct Shear, Quick, per point (D3080)..... 65/pt. Unconsolidated-Undrained Triaxial Shear (D2850)..... 110/pt. Unconsolidated-Undrained Triaxial Staged (D2850)..... 158/ea. Consolidated-Undrained Triaxial Shear (D4767)..... 263/pt. Consolidated-Undrained Triaxial Staged (D4767)..... 335/ea. Consolidated-Drained Triaxial Shear (EM1110)..... 370/pt. Consolidated-Drained Triaxial Staged (EM1110)..... 475/ea.</p> <p>PERMEABILITY, CONSOLIDATION AND EXPANSION</p> <p>Permeability, Flexible Wall (D5084)..... 265/ea. Permeability, Rigid Wall (D5856)..... 255/ea. Consolidation, per point (D2435)..... 42/pt. Expansion Index (D4829/UBC 29-2)..... 135/ea.</p> <p>AGGREGATE QUALITY</p> <p>Dry Sieve Analysis to #200 (C13)..... \$80/ea. L.A. Rattler Test (500 rev.) (C131)..... 185/ea. Sulfate Soundness (per sieve size) (C88)..... 100/ea. Durability (fine or coarse) (D3744)..... 135/ea. Unit Weight (C142)..... 69/ea. Organic Impurities - Sand (C40)..... 55/ea. Friable Particles (C142)..... 80/ea.</p>	<p>CONCRETE</p> <p>Compressive Strength, Cast Cylinders (C39)..... \$32/ea. Compressive Strength, Cores (C42)..... 43/ea. Flexural Strength Beam (C78/C293)..... 80/ea. Splitting Tensile Test (C496)..... 69/ea. Mix Design Review..... 185/ea. Trial Batch..... 475/ea.</p> <p>MASONRY</p> <p>CMU Compressive Strength (C140)..... \$60/ea. Compressive Strength, Grout (C1019/UBC 21-19)..... 20/ea. Compressive Strength, Mortar (C109/UBC 21-15,16).... 32/ea. CMU Unit Wt., Dimen., Absorption (C140)..... 60/ea. Compressive Strength, Masonry Prism (C1314)..... 105/ea.</p> <p>ASPHALT CONCRETE</p> <p>Density, Hveem (D2726/CAL308)..... \$85/ea. Stabilometer (D1560/CAL304)..... 99/ea. Theoretical Max. Specific Gravity (D2041)..... 70/ea. Sieve Analysis Extracted Aggregate (C136)..... 80/ea. % Asphalt, Ignition Method (CAL382)..... 100/ea. % Asphalt, Nuclear Gauge (CAL379)..... 105/ea. Unit Weight, Core (D 1188)..... 60/ea.</p>
---	--

TERMS AND CONDITIONS

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *All sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway Officials, or other pertinent agencies.*
3. *Saturday and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$125.00 per day when location of work dictates.*
4. *Field tests and instrumentation installation such as plate bearing, pile load, vane shear, piezometer, slope inclinometer, and other special tests will be charged at applicable hourly rates. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15 percent. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge*
5. *A surcharge of \$25.00 per hour will be added to the Professional Services classifications indicated with an asterisk (*) on the Schedule of Fees in order to comply with the prevailing wage requirements of California Labor Code §1720, et. seq.*
6. *Invoices will be submitted at four-week intervals. Terms of payment are net upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
7. *Many risks potentially affect Geocon by virtue of entering into this agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by Geocon. For Client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, Client agrees to limit our liability to Client and to all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability of Geocon will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

Exhibit C –

Response to Request for Qualifications/Proposals for
Consultant Services for Geotechnical Engineer and Engineering Geologist Firms

By Reference Only



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: FEBRUARY 15, 2012

ORIGINATING DEPT.: PUBLIC WORKS *CA Acting PW Director*

SUBJECT: PROPOSED CONCEPT DESIGNS FOR COMPLETION OF 13th STREET AND EBONY AVE PEDESTRIAN ACCESS RAMPS

BACKGROUND: The Five-Year Capital Improvement Program (CIP) Projects Budget for Fiscal Years 2009-2010 through 2013-2014 was approved by City Council on April 1, 2009 by resolution number 2009-6732. This Five-Year CIP included two phases of projects for traffic calming and pedestrian safety improvements at the 13th Street and Ebony Ave intersection.

The first phase of the improvements at 13th Street and Ebony Ave was included in the Five-Year CIP through the Fiscal Year 2010/2011 CDBG-R project for the "13th Street and Ebony Ave Pedestrian ADA Ramps" (S10-201). The project was issued a Notice of Completion on February 18, 2011. The first phase of improvements included the installation of a new raised crosswalk, curb pop outs with ADA improvements, and traffic calming features. Public Works is now moving forward with the second and final phase of improvements to the 13th Street and Ebony Ave intersection, which includes the installation of a curb pop out and ADA ramp on the southwest corner and additional traffic calming improvements for the north/south bound traffic lanes.

In November 2011 the City's Traffic Control Engineer, KOA, was tasked to develop concept designs for the second phase of improvements to the intersection for traffic calming measures and pedestrian safety improvements. This second phase of the project was included in the Five-Year CIP through the Fiscal Year 2011/2012 CDBG project for the "13th Street and Ebony Ave Pedestrian Access Ramps" (S12-103). The concept designs have been reviewed by staff.

DISCUSSION: KOA prepared multiple concept designs for the 13th Street and Ebony Ave intersection that were reviewed with Public Works staff. While reviewing the designs a number of variables needed to be considered in relation to the impact on pedestrian safety, traffic calming, existing infrastructure, cost, and best fit for the community. After a thorough evaluation of different traffic calming and pedestrian safety options staff is recommending Council consider the design concept presented in Attachment 1. The proposed design concept includes following features:

- Curb pop out on the southwest corner that incorporates an ADA access ramp and serves as a traffic calming feature
- Addition of a raised triangle choker with an approach taper to gently guide traffic away from the more prominent existing choker located at the crosswalk
- Guide lines painted on the street as an additional measure to direct traffic away from the more prominent existing choker located at the crosswalk

FISCAL IMPACT:

The proposed Fiscal Year 2011/2012 CDBG project budget to complete the installation of ADA ramps, pop-outs, and crosswalks at 13th Street and Ebony Avenue is \$105,000.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Receive City Staff presentation on proposed concept designs
3. Provide direction to Staff for any changes to the proposed concept design

CITY MANAGER'S RECOMMENDATION:

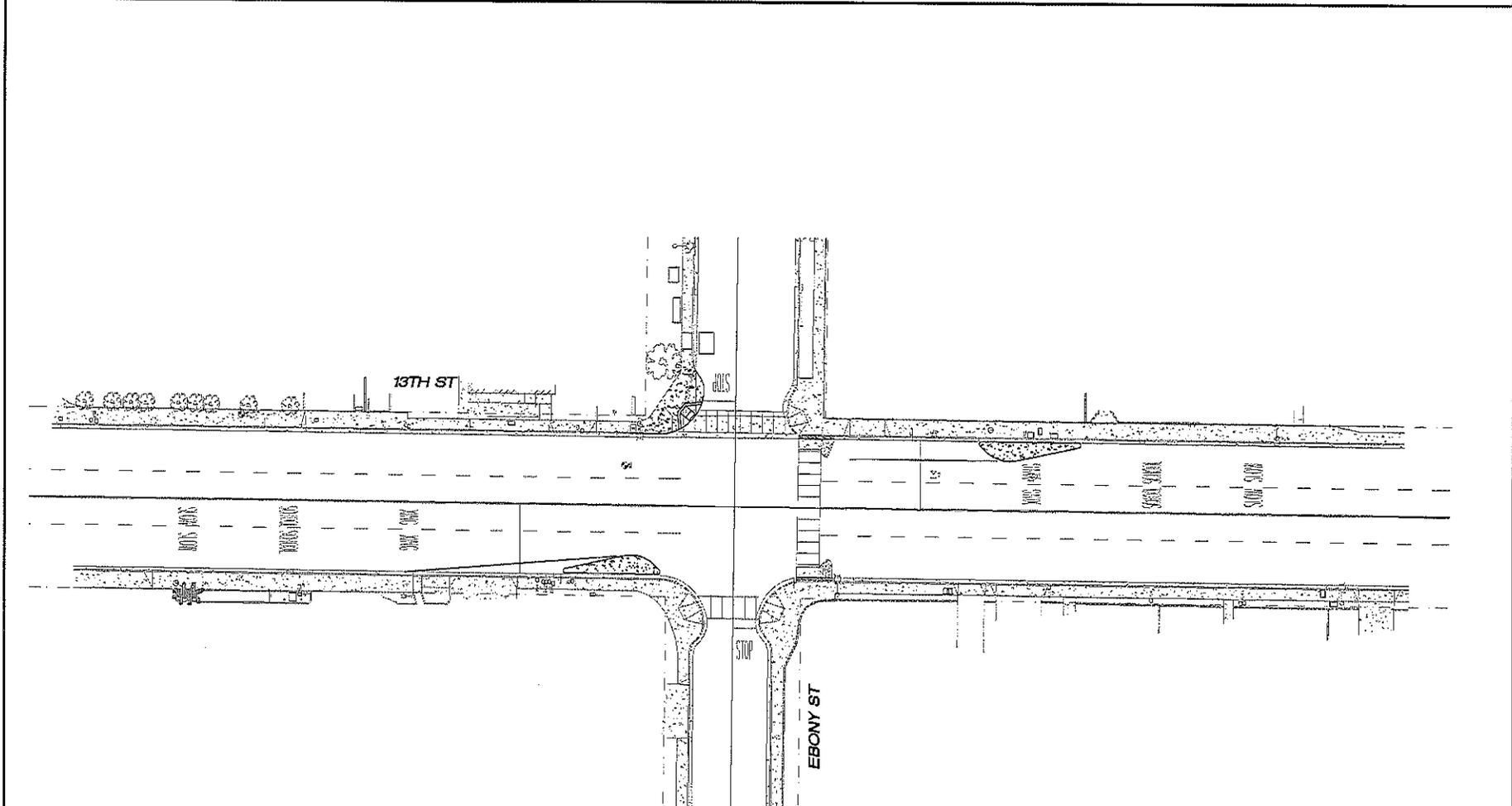
Approve Department recommendation.



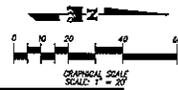
Gary Brown, City Manager

Attachments:

1. Proposed concept design from KOA



PLAN: IMPERIAL BEACH BLVD.
SCALE: 1" = 20'



SLOPE 1% AWAY FROM MEDIAN TOBARNS STREET CROWN FOR DRAINAGE

PLANS PREPARED UNDER THE SUPERVISION OF:

RYAN H. ZILLBERG REG. 06470 DATE: _____

KOA CORPORATION
PLANNING & ENGINEERING
8221 Mariner Center Road, Suite 220
San Diego, California 92121
TEL: 619-592-2200 FAX: 619-592-7902

KOA JOB NUMBER: 081416 11/26/11

IMPROVEMENT PLANS FOR			
13TH ST AND EBONY ST			
IMPERIAL BEACH BLVD			
CITY OF IMPERIAL BEACH, CALIFORNIA ENGINEERING DEPARTMENT			PROJECT NO. _____
FOR "CITY ENGINEER"	DATE	BY	VTM
DESIGNED BY	APPROVED	DATE TYPED	"NAD83" COORDINATES
ORIGINAL			"LAMBERT" COORDINATES
AS-BUILT			
CONTRACTOR	DATE STARTED		
INSPECTOR	DATE COMPLETED		
			SHEET 2 OF 4 SHEETS

NOT TO SCALE IF FOOTING IS 1/4" X 1/4"

K:\PROJECTS\13 ST AND EBONY\PROJECT\13 ST AND EBONY\DRAWINGS\13 ST AND EBONY\13 ST AND EBONY.DWG C:\ET\WORK\11/26/11 11:23 AM



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: FEBRUARY 15, 2012
ORIGINATING DEPT.: PUBLIC WORKS *CH Acting PW Director*
SUBJECT: AUTHORIZING THE SEWER SERVICE ENGINEER TO DESIGN AN ODOR CONTROL SYSTEM FOR PUMP STATION 1B

BACKGROUND: On October 5, 2011, City Council awarded a contract for Sewer Engineering Services to Tran Consulting Engineers (Tran). The scope of the contract includes on call design services across multiple sewer issues, problems, and tasks. As part of this on call contract Tran was asked to investigate the issue of persistent odor from the sewer wet well at Pump Station 1B. This resolution authorizes Tran to proceed on the design for an odor control system for sewer Pump Station 1B located at the corner of Imperial Beach Blvd and Seacoast Drive.

DISCUSSION: Controlling the odor from the sewer wet well at Pump Station 1B has been an ongoing issue for many years. The Public Works Department is proposing to use the City's Sewer Service Engineer to design a new odor control system so that any proposed improvements to Pump Station 1B can be made coincident with the street improvements for Streets Phase 3B along Seacoast Drive. Any proposed improvements to Pump Station 1B can be wrapped into the Streets Phase 3B contract currently moving forward along Seacoast Drive.

Attachment 2 includes the scope of work proposal by Tran to design a carbon based filter odor control system for Pump Station 1B. Once the odor control system is designed then the improvements will most likely be wrapped into the Streets Phase 3B projects upon approval from council at a future meeting. The contractor for Streets Phase 3B (PAL General Engineering) has been included in the discussion on the proposed wet well improvement and aware that they may be receiving a future change order for the work.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Project design cost from Tran was estimated at \$12,046 and to be expensed from the Sewer Enterprise Fund Reserve.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution directing the City's Sewer Service Engineer to prepare concept designs for an odor control system at Pump Station 1B
3. Authorize the expense for design costs out of the Sewer Enterprise Fund Reserve

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7157
2. Tran Scope of Work Proposal

RESOLUTION NO. 2012-7157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE SEWER SERVICE ENGINEER TO DESIGN AN ODOR CONTROL SYSTEM FOR PUMP STATION 1B

WHEREAS, on October 5, 2011 City Council awarded a contract for Sewer Engineering Services to Tran Consulting Engineers through Resolution 2011-7093; and

WHEREAS, the sewer wet well at Pump Station 1B does not have a functioning odor control system; and

WHEREAS, Tran Consulting Engineers prepared a proposal to design a new odor control system for Pump Station 1B; and

WHEREAS, design costs for the odor control system will be paid by the Sewer Enterprise Fund Reserve.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. This legislative body authorizes the City's Sewer Service Engineer to design an odor control system for Pump Station 1B.
3. The design costs will be paid using the Sewer Enterprise Fund Reserve

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of February 2012, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

CITY OF IMPERIAL BEACH
PUMP STATION 1B ODOR CONTROL
SCOPE OF SERVICES

Attachment 2

The Consultant shall provide Professional Civil Engineering Services to prepare final documents for the Imperial Beach Pump Station 1B Odor Control.

The project consists of the removal of 2 vent pipes, and the design of an efficient odor control system. Specific tasks are itemized below.

Task 1.1 – Field Investigation and Measuring:

1. Confirm that vent pipes are releasing H₂S gas.
2. Measure the air flow and concentration of H₂S coming from the 2 vent pipes.
3. Submit a technical memo to describe our findings including:
 - a. Discuss field testing and engineering analysis.
 - b. Describe carbon drum gravity ventilation system.
 - c. Discuss locations for the new carbon drum.
 - d. Describe a recommended construction sequence.
4. Upon City concurrence, TCE will prepare the 100% design

Task 1.2 – 100% Design

1. Demolition and disposal for two asbestos vent pipes.
2. Design cut and plug for the two existing vent pipes.
3. Design new vent pipe to wet well through sidewalk with gravity feed activated carbon drum.
4. Provide technical specifications noted on the drawings. (no spec.)
5. Provide 100% submittal package and backup documentation.

Task 1.3 – Final Design

1. Respond to City comments on 100% design.

Task 1.4 – Construction Support

1. Review submittals and shop drawings.
2. Review responses to RFIs.

Assumption: Permitting is not part of the Scope of Services.

CITY OF IMPERIAL BEACH
PUMP STATION 1B ODOR CONTROL

Attachment 2

COMPENSATION AND FEE SUMMARY

Summary	Labor Hours Summary					Other Direct Costs	Total Labor Hrs	Total Labor Cost
	Manager	Princ. Engr.	Sr. Engr.	Sr. CAD	Clerical			
	\$130	\$115	\$105	\$65	\$38			
Field Test & Measurement	1	2	9	0	2	0	14	\$1,381
Design for Demolition of 2 Vent Pipes (Drawing #1)	2	5	6	26	4	0	43	\$3,307
Design of New Vent Pipe and Activated Carbon Drum for Odor Control (Drawing #2)	4	6	10	32	4	0	56	\$4,492
Construction Support	2	3	3	14	0	0	22	\$1,830
Project Management	4	2	2	0	2	0	10	\$1,036
TOTALS =	9	16	28	72	10	0	135	\$12,046

PROJECT SCHEDULE

Tran Consulting Engineers estimates the schedule as follows:

1. Prepare preliminary design – 2 weeks
2. Preliminary design City Review – 1 weeks
3. Prepare 100% design submittal – 2 weeks
4. 100% City Review – 1 weeks
5. Prepare final design submittal – 2 days
6. Construction Support – Entire period of construction

**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY
SUCCESSOR AGENCY**

TO: BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: FEBRUARY 15, 2012

**SUBJECT: SUCCESSOR AGENCY RESOLUTION NO. SA-12-01
ESTABLISHING RULES AND REGULATIONS FOR THE
OPERATIONS OF THE SUCCESSOR AGENCY AS A NEW LEGAL
ENTITY SEPARATE FROM THE CITY AND TAKING CERTAIN
ACTIONS IN CONNECTION THEREWITH**

BACKGROUND:

On Wednesday, June 15, 2011, the state legislature passed ABx1 26 ("AB 26") and ABx1 27 ("AB 27") relating to the dissolution and voluntary continuance of redevelopment agencies throughout the state. These bills were signed by Governor Brown on June 28, 2011. On July 18, 2011, the California Redevelopment Association, et al, filed a petition for Writ of Mandate and Application for Temporary Stay with the Supreme Court of the State of California (the "Petition"). On December 29, 2011, the Supreme Court largely upheld AB 26, invalidated AB 27, and held that AB 26 may be severed from AB 27 and enforced independently. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 (the dissolution provisions) arising before May 1, 2012 to take effect four months later.

Pursuant to AB 26, the Imperial Beach City Council adopted a resolution on January 5, 2012 to elect to become the successor agency for the Imperial Beach Redevelopment Agency ("Agency"). As a result of the Supreme Court's decision, on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies established pursuant to AB 26.

DISCUSSION:

The City Council adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85, electing for the City to serve as the successor agency to the Agency upon the dissolution of the Agency under AB 26 ("Successor Agency"). Section 1.85 of the Health and Safety Code obligates the Successor Agency to perform certain powers and duties, including but not limited to, making payments and performing obligations required by enforceable obligations and expeditiously winding down the affairs of the former Agency.

The attached resolution of the Board of Directors of the Successor Agency is put forth for consideration to adopt a name for the Successor Agency as a separate legal entity and establish rules and regulations that will apply to the governance and operations of the Successor Agency.

ENVIRONMENTAL DETERMINATION:

This Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq., hereafter the "Guidelines"), and the City's environmental guidelines. The Successor Agency has determined that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because this Resolution is an organizational, administrative activity, and/or fiscal activity that will not result in a direct or indirect physical change in the environment.

FISCAL IMPACT:

None.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Executive Director Recommends the Redevelopment Agency Successor Agency:

1. Adopt Resolution No. SA-12-01.



Gary Brown, Executive Director

Attachments:

1. Resolution No. SA-12-01

RESOLUTION NO. SA-12-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY PURSUANT TO PART 1.85 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE ESTABLISHING RULES AND REGULATIONS FOR THE OPERATIONS OF THE SUCCESSOR AGENCY AS A NEW LEGAL ENTITY SEPARATE FROM THE CITY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Imperial Beach Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of Imperial Beach (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, AB x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code (“Health and Safety Code”); and

WHEREAS, the California Redevelopment Association and League of California Cities filed a *lawsuit in the Supreme Court of California (California Redevelopment Association, et al. v. Matosantos, et al., Case No. S194861)* alleging that AB 26 and AB 27 were unconstitutional; and

WHEREAS, on December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding AB 26, invalidating AB 27, and holding that AB 26 may be severed from AB 27 and enforced independently; and

WHEREAS, the Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012 to take effect four months later; and

WHEREAS, as a result of the Supreme Court’s decision, on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies established pursuant to Health and Safety Code Section 34173; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency under AB 26 (“Successor Agency”); and,

WHEREAS, the Board of Directors of the Successor Agency, hereby desires to adopt a name for the Successor Agency as a separate legal entity and establish rules

and regulations that will apply to the governance and operations of the Successor Agency.

NOW, THEREFORE, the Board of Directors of the Successor Agency DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER as follows:

SECTION 1. Designated Successor Agency. Pursuant to City Council Resolution No. 2012-7136 , by which the City elected to serve as the Successor Agency to the Redevelopment Agency pursuant to Part 1.85 upon the dissolution of the Redevelopment Agency under AB 26, and the Redevelopment Agency having been dissolved by operation of law on February 1, 2012, the Successor Agency is hereby declared constituted.

SECTION 2. Separate Legal Entity. The Successor Agency is a distinct and separate legal entity from the City, and is hereby named "Imperial Beach Redevelopment Agency Successor Agency", the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26.

SECTION 3. Governance.

A. Board of Directors. The Successor Agency shall be governed by a Board of Directors ("Board"), which shall exercise the powers and perform the duties of the Successor Agency. The Board shall consist of the members of the City Council of the City.

B. Board Officers. The Board shall have a Chair to preside at and conduct all meetings and a Vice Chair who shall act in the absence of the Chair. The offices of the Chair and Vice Chair shall be filled by the Mayor and Mayor Pro Tem, respectively, of the City Council of the City.

C. Meetings of the Board. The Board shall hold regular meetings on the First and Third Wednesdays of each month at 6:00 PM. If a regular meeting falls on a City holiday, such meeting shall be held on the immediately following day at 6:00 p.m. or as otherwise designated by the Successor Agency. The Board may adopt such rules and procedures for conducting such meetings and other business as the Board deems appropriate. All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq. of the California Government Code.

D. Quorum. The presence of a majority of the Board members at a meeting shall constitute a quorum for the transaction of Successor Agency business. Less than a quorum may adjourn or continue meetings from time to time.

E. Voting. Except as otherwise provided by applicable law or resolution of the Board, decisions of the Board shall be made by a majority of a quorum.

F. Executive Director. The City Manager of the City shall serve as Executive Director of the Successor Agency. The Executive Director may appoint officers and employees as necessary to perform the duties of the Successor Agency. The Executive Director also may delegate the performance of his/her duties to other officers or employees.

G. Secretary. The City Clerk of the City shall serve as Secretary of the Successor Agency.

H. Successor Agency Counsel. The City Attorney of the City shall serve as Successor Agency Counsel.

I. Finance Officer. The Chief Financial Officer/City Treasurer of the City shall serve as Finance Officer of the Successor Agency. The Finance Officer shall have the care and custody of all funds of the Successor Agency and shall deposit the same in the name of the Successor Agency in such bank or banks as he/she may select. The Finance Officer also may enter into agreements on behalf of the Successor Agency with any bank or trust company authorized to accept deposits of public funds, providing for the transfer of funds between accounts maintained by the Successor Agency upon request by telephone. Such agreement also may provide for the investment of funds maintained in such accounts upon request by telephone.

J. Additional Duties. The officers of the Successor Agency shall perform such other duties and functions as may from time to time be required or directed by the Board of the Successor Agency. The Chair of the Board and the Chief Financial Officer/City Treasurer may sign all orders and checks for the payment of money. The Chair, or Vice Chair in the absence of the Chair, and the Executive Director, or any other person or persons designated by formal action of the Board, may sign deeds, contracts and other instruments made by the Successor Agency.

SECTION 4. Powers and Duties of the Successor Agency. The Successor Agency shall have the authority to perform the functions and duties described in Part 1.85 of AB 26, including but not limited to, making payments and performing obligations required by enforceable obligations and expeditiously winding down the affairs of the former Redevelopment Agency. The Successor Agency also may exercise any other powers provided by statute or granted by law.

SECTION 5. Successor Agency Funds and Obligations. All assets and monies held by or under the control of the Successor Agency shall be maintained in funds and accounts established by the Successor Agency and shall be kept separate and apart from the funds and accounts of the City.

SECTION 6. Indemnification and Liability.

A. Indemnification. The Successor Agency shall defend, indemnify, and hold harmless the City, and its City Council, boards, commissions, officers, employees and agents, from any and all claims, losses, damages, costs, injuries and

liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Successor Agency.

B. **Liability.** In accordance with Health and Safety Code Section 34173(e) of AB 26, the liability of the Successor Agency, acting pursuant to the powers granted under Part 1.85, shall be limited to the extent of, and payable solely from, the total sum of property tax revenues it receives pursuant to Part 1.85 and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency. The debts, assets, liabilities, and obligations of the Successor Agency shall be solely the debts, assets, liabilities, and obligations of the Successor Agency and not of the City.

SECTION 7. Roster of Public Agencies Filing. The Secretary of the Successor Agency shall file on the prescribed form the statement of public agency with the Secretary of State and County Clerk in accordance with Government Code Section 53051.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 15th day of February 2012, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS
ABSENT: BOARD MEMBERS:

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

TO: BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: February 15, 2012

ORIGINATING DEPT.: Michael McGrane, Finance Officer

SUBJECT: Adoption of Resolution No. SA-12-02 of the Imperial Beach Redevelopment Agency Successor Agency Adopting the Recognized Obligation Payment Schedule (ROPS)

BACKGROUND:

On December 29, 2011, the California Supreme Court issued its decision in *California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861), which is the litigation that challenged Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"). The Court largely upheld as constitutional AB 26, which provides for the "wind-down" and dissolution of redevelopment agencies, and invalidated in its entirety as unconstitutional AB 27, which provided for an alternative "voluntary" redevelopment program. The Court held that AB 26 may be severed from AB 27 and enforced independently. In summary, as a result of the decision, all redevelopment agencies have been dissolved as of February 1, 2012, and successor agencies have been established for the purposes of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies. In addition, the Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 of AB 26 (the dissolution provisions) arising before May 1, 2012 to take effect four months later.

As a result of the Supreme Court's decision and lacking a legislative remedy, the successor agencies were created pursuant to Health and Safety Code Section 34173 of AB 26 as of February 1, 2012 and are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies. In Imperial Beach's case, the City elected, via resolution, to serve as the Successor Agency to the former Imperial Beach Redevelopment Agency ("Successor Agency").

Pursuant to Health and Safety Code Section 34177(l)(2)(A) of AB 26, the Successor Agency is required to prepare the draft of its first Recognized Obligation Payment Schedule ("ROPS") by March 1, 2012. Pursuant to AB 26, the ROPS shall be forward looking to the next six (6) months. However, as a result of the Supreme Court's extension of certain deadlines of Part 1.85 of AB 26, the period to be covered by the first ROPS is May 1, 2012 through June 30, 2012. Health and Safety Code Section 34177(l)(2)(A) of AB 26 further requires, from February 1, 2012 to July 1, 2012, that the initial draft of the ROPS shall project the dates and amounts of scheduled payments for each enforceable obligation for the remainder of the time period during

which the redevelopment agency would have been authorized to obligate property tax increment had such a redevelopment agency not been dissolved, and that the ROPS shall be reviewed and certified, as to its accuracy, by an external auditor designated by the County Auditor-Controller pursuant to the procedures for such audit set forth in Health and Safety Code Section 34182 of AB 26. The first ROPS shall be submitted to the Controller's office and the Department of Finance by April 15, 2012.

Once approved by the Successor Agency, the ROPS shall thereafter be certified by the County Auditor-Controller and submitted to the Oversight Board for review and approval. A copy of the approved ROPS shall be submitted to the County Auditor-Controller and both the Controller's office and the Department of Finance and shall be posted on the Successor Agency's internet website.

According to Health and Safety Code Section 34177(l)(1) of AB 26, for each recognized obligation, the ROPS shall identify one or more of the following sources of payment: (i) Low and Moderate Income Housing Funds, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, and (v) the Redevelopment Property Tax Trust Fund but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provision of Part 1.85 of AB 26.

Health and Safety Code Section 34177(a)(1) of AB 26 requires the Successor Agency to continue to make payments due for enforceable obligations and, from February 1, 2012 until a ROPS becomes operative, only payments required pursuant to an enforceable obligations payment schedule shall be made. Further, pursuant to Health and Safety Code Section 34177(a)(3), commencing on May 1, 2012, only payments listed in the ROPS may be made by the Successor Agency from the funds specified in the ROPS, and commencing May 1, 2012, the ROPS shall supersede the Statement of Indebtedness of the former redevelopment agency.

The draft ROPS proposed to the Successor Agency for consideration was prepared using the preliminary draft Initial Recognized Obligation Payment Scheduled prepared and approved by the former Redevelopment Agency on September 28, 2011, as amended on January 26, 2012, pursuant to Health and Safety Code Section 34169(h) of AB 26. Notwithstanding the provisions of Health and Safety Code Section 34177(a)(1) of AB 26, agreements between the City and the Redevelopment Agency have been included in the ROPS because, among other things, they have been validated by operation of law prior to the Governor's signature of AB 26 on June 28, 2011.

The item before the Successor Agency tonight is to adopt the ROPS pursuant to AB 26, so that it can be certified by the County Auditor-Controller and sent to the Oversight Board for review and approval pursuant to AB 26. AB 26 intends that the ROPS is the designated reporting mechanism for disclosing the Successor Agency's bi-annual payment obligations by amount and source. Ultimately and subsequent to the audit and approval of the formal ROPS as specified in AB 26, the County Auditor-Controller will be responsible for ensuring that the Successor Agency receives revenues sufficient to meet the requirements of the ROPS during each bi-annual period.

The Successor Agency will pay enforceable obligations pursuant to the Enforceable Obligations Payment Schedule previously approved by the former Redevelopment Agency until such time as the formal ROPS is approved by the Oversight Board and becomes operative under AB 26.

ENVIRONMENTAL DETERMINATION:

Pursuant to Title 15 of the California Code of Regulations, Section 15378(b)(4), this item is not subject to the California Environmental Quality Act ("CEQA") review because the recommended

approvals are not considered a project, and are governmental funding mechanisms and fiscal activities that do not involve any commitment to any specific project which may result in a potentially significant environmental impact.

FISCAL IMPACT:

Adoption of the attached Resolution alone will not cause a fiscal impact. Adoption of the draft ROPS is in compliance with the provisions of AB 26 and other applicable law.

DEPARTMENT RECOMMENDATION:

Staff recommends the Successor Agency:

1. Adopt Resolution No. SA-12-02 adopting the ROPS.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, Executive Director

Attachments:

1. Resolution No. SA-12-02

RESOLUTION NO. SA-12-02**RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND APPROVING CERTAIN RELATED ACTIONS**

WHEREAS, the Imperial Beach Redevelopment Agency ("Redevelopment Agency") was a redevelopment agency in the City of Imperial Beach ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

WHEREAS, the City Council has adopted redevelopment plans for Imperial Beach's redevelopment project areas, and from time to time, the City Council has amended such redevelopment plans; and

WHEREAS, the Redevelopment Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, AB x1 26 ("AB 26") and AB x1 27 ("AB 27") were signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code"); and

WHEREAS, the California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al. v. Matosantos, et al.*, Case No. S194861) alleging that AB 26 and AB 27 were unconstitutional; and

WHEREAS, on December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding as constitutional AB 26, invalidating as unconstitutional AB 27, and holding that AB 26 may be severed from AB 27 and enforced independently; and

WHEREAS, the Supreme Court generally reformed and revised the effective dates and deadlines for performance of obligations under Health and Safety Code Part 1.85 of AB 26 arising before May 1, 2012 to take effect four months later, while leaving the effective dates or deadlines for performance of obligations under Health and Safety Code Part 1.8 of AB 26 unchanged; and

WHEREAS, as a result of the Supreme Court's decision, and on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code Section 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency under AB 26 ("Successor Agency"); and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(A) of AB 26, the Successor Agency is required to prepare its first Recognized Obligation Payment Schedule ("ROPS") by March 1, 2012; and

WHEREAS, in accordance with AB 26, the proposed ROPS has been prepared using the preliminary draft Initial ROPS prepared and approved by the Redevelopment Agency on September

28, 2011, as amended on January 26, 2012, pursuant to Health and Safety Code Section 34169(h); and

WHEREAS, pursuant to AB 26, the ROPS shall be forward looking to the next six (6) months. However, as a result of the Supreme Court's extension of certain deadlines of Part 1.85 of AB 26, the period to be covered by the first ROPS is May 1, 2012 through June 30, 2012; and

WHEREAS, according to Health and Safety Code Section 34177(l)(1) of AB 26, for each recognized obligation, the ROPS shall identify one or more of the following sources of payment: (i) Low and Moderate Income Housing Funds, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, and (v) the Redevelopment Property Tax Trust Fund but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provision of Part 1.85 of AB 26; and

WHEREAS, according to Health and Safety Code Section 34177(l)(2)(A) of AB 26, from February 1, 2012 to July 1, 2012, the initial draft of the ROPS shall project the dates and amounts of scheduled payments for each enforceable obligation for the remainder of the time period during which the redevelopment agency would have been authorized to obligate property tax increment had such a redevelopment agency not been dissolved; and

WHEREAS, once approved by the Successor Agency, the ROPS shall thereafter be reviewed and certified by the County Auditor-Controller, through the use of an external auditor, and submitted to the Oversight Board for review and approval. A copy of the approved ROPS shall be submitted to the County Auditor-Controller and both the Controller's office and the Department of Finance and shall be posted on the Successor Agency's internet website. The first ROPS shall be submitted to the Controller's office and the Department of Finance by April 15, 2012; and

WHEREAS, Health and Safety Code Section 34177(a)(1) of AB 26 requires the Successor Agency to continue to make payments due for enforceable obligations and, from February 1, 2012 until a ROPS becomes operative, only payments required pursuant to the Enforceable Obligations Payment Schedule shall be made; and

WHEREAS, pursuant to Health and Safety Code Section 34177(a)(3), commencing on May 1, 2012, only payments listed in the ROPS may be made by the Successor Agency from the funds specified in the ROPS and, commencing May 1, 2012, the ROPS shall supersede the Statement of Indebtedness of the Redevelopment Agency; and

WHEREAS, it is the intent of AB 26 that the ROPS serve as the designated reporting mechanism for disclosing the Successor Agency's bi-annual payment obligations by amount and source and, subsequent to the audit and approval of the ROPS as specified in AB 26, the County Auditor-Controller will be responsible for ensuring that the Successor Agency receives revenues sufficient to meet the requirements of the ROPS during each bi-annual period; and

WHEREAS, notwithstanding the provisions of Health and Safety Code Section 34177(a)(1), agreements between the City and the Redevelopment Agency have been included in the ROPS because, among other things, they have been validated by operation of law prior to the Governor's signature of AB 26 on June 28, 2011; and

WHEREAS, the Successor Agency's proposed ROPS, which is consistent with the

requirements of the Health and Safety Code and other applicable law, is attached to this Resolution as Exhibit "A"; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of AB 26 through administrative or judicial proceedings.
- Section 3.** The Successor Agency's ROPS, which is attached hereto as Exhibit "A", is approved and adopted.
- Section 4.** The Executive Director, or designee, is hereby authorized and directed to: i) provide the ROPS to the Oversight Board upon its establishment; and ii) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.
- Section 5.** The Successor Agency determines that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.
- Section 6.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency
Successor Agency at its meeting held on the 15th day of February 2012, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

EXHIBIT "A"

**IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
ADOPTED FEBRUARY 15, 2012**

(See Attachment)

Exhibit A
to be provided prior to
City Council Meeting